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|---|--|--|--|--|--|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER A52D5071231010 | | PAGE 1 OF 52 | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER W911KF-07-Q-0141 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME CPT ANTHONY HUGHLEY | | | | b. TELEPHONE NUMBER (No Collect Calls) 256-235-7257 | |
| 8. OFFER DUE DATE/LOCAL TIME 10:00 AM 26 Jul 2007 | | 9. ISSUED BY DOC-ANNISTON ARMY DEPOT DIRECTORATE OF CONTRACTING 7 FRANKFORD AVENUE ANNISTON AL 36201-4199 TEL: FAX: 2562403077 EXT. 2222 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 334519 SIZE STANDARD: 500 | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-B9 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 12. DISCOUNT TERMS | | 15. DELIVER TO CODE | | 16. ADMINISTERED BY CODE | | | |
| | | SEE SCHEDULE | | | | | |
| 17a. CONTRACTOR/OFFEROR CODE | | 18a. PAYMENT WILL BE MADE BY CODE | | | | | |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIES/ SERVICES | | 21. QUANTITY | | 22. UNIT | |
| | | SEE SCHEDULE | | | | | |
| | | | | | | 23. UNIT PRICE | |
| | | | | | | 24. AMOUNT | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | |
| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | |
| 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/> | | | | 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | 31c. DATE SIGNED | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL: | |

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED) | | | | PAGE 2 OF 52 | |
|---|------------------------------------|--------------------|---|-----------------------|------------------|
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____ | | | | | |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 33. SHIP NUMBER | | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | | 36. PAYMENT |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 37. CHECK NUMBER |
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY | | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c. DATE | 42a. RECEIVED BY <i>(Print)</i> | | |
| | | | 42b. RECEIVED AT <i>(Location)</i> | | |
| | | | 42c. DATE REC'D <i>(YY/MM/DD)</i> | 42d. TOTAL CONTAINERS | |

Section SF 1449 - CONTINUATION SHEET

SOLICITATION NOTES

Provision #1: The following documents are incorporated as part of this solicitation:

1. Specifications (Statement of Work [SOW])
2. Personal Data Questionnaire Form 380-2
3. Evidence of Authority to Sign Offers
4. Contractor Request for Waiver For Non-EPA Comprehensive Guideline Items
5. EPA Guideline Items
6. Contractor Affirmative Procurement Report Form
7. DD Form 1423
8. DD Form 1664
9. Past Performance Evaluation Plan
10. Evaluation Criteria for award
11. Drawings

Provision #2: Please read the statement of work carefully to be sure all materials and documentation are submitted to the contracting officer as required.

Provision #3: Offer must be submitted electronically, reference clause 52.000-4706 Electronic Submission of Offers.

Provision #4: COR. Contracting Officer's Representative (COR) for this Contract is:

Brice Williamson
Anniston Army Depot
Attn: AMSTA-AN-MN
7 Frankford Ave, Bldg. 428
Anniston, AL 36201-4199

Provision #5: Contractor must accept Government Smart Pay Visa Credit Card or provide their electronic funds transfer address. Contractors must be registered in the Central Contractor Registration (CCR) Program before an award will be issued. **COMPLETE THE FOLLOWING INFORMATION AND INCLUDE WITH ANY OFFER.**

Accept VISA? Yes_____ No_____

If no, EFT address:

Federal Tax Identification Number: _____

Dun & Bradstreet Number (DUNS): _____

CAGE Code: _____

Central Contractor Registration: Yes_____ No_____ Expiration Date: _____

Vendor Contact Information: POC _____

Telephone: _____

FAX: _____

Email: _____

Provision #6: NOTICE TO OFFERORS - USE OF MILITARY SPECIFICATIONS AND STANDARDS. This solicitation has been prepared consistent with DOD policy regarding the use of military specifications and standards, the Blueprint for Change: Toward a National Production Base and the Army's implementation of this policy by promoting the use of commercial, in lieu of military unique, specifications and standards. To comply with this policy, the Government has eliminated from this solicitation the requirement to use military specifications and standards in those cases where it has been determined that a suitable commercial and/or performance specification/standard is reasonably available. However, this solicitation does require the use of some military specifications/standards in those cases where a suitable replacement was not found to be available.

- a. If offerors are aware of any commercial substitutes for the cited military specifications and standards, you should provide such information for consideration. To preclude any delay to this procurement, request offerors provide any information as soon as possible and prior to submission of offers. It should be understood that there is no obligation on any offeror to comply with this request and that no compensation can be provided for doing so.

Provision #7: The contractor shall comply with Resource Conservation and Recovery Act (RCRA) affirmative procurement (or 'buying recycled') requirements by giving preference in their purchasing process to products and practices that promote recycling and other environmentally friendly practices. The contractor is also responsible for insuring that all sub-contractors comply with Affirmative Procurement (AP) requirements. Except as specifically waived in writing, for reasons of price, performance or availability, any products in the attached EPA guideline items list provided by the contractor as part of the performance of this contract must meet the minimum percentage levels of recovered materials as specified to these standard contract terms and conditions. Please refer to the attached EPA list of designated recovered materials content products (attached). On completion of work, contractor shall submit to the COR or Contract Specialist a completed "affirmative procurement reporting form" (attached) for actions taken under that specific order.

Provision #8: The contractor shall submit the attached "Contractor Request for Waiver for Non-EPA Comprehensive Guideline Items" (attached) as written documentation to support the decision not to acquire items meeting the minimum content levels, based on one of the three justifications below:

- a. The product is not available from a sufficient number of sources to maintain a sufficient level of competition (i.e. available from two or more sources) or is not available at a reasonable price.
- b. The product is not available within a reasonable period of time.
- c. The product does not meet the performance standards in applicable specifications or fails to meet reasonable performance standards of the agency.
- d. See FAR clauses 52.223-4 and 52.223-9 for further guidance.

Provision #9: Provide past performance proposal and evaluation information with your proposal. Reference 52.0000-4708.

Provision #10: Installation Plan. A drawing showing the layout of the proposed test stand in building 117 shall be provided to the Contracting Officer within 60 calendar days after award of contract (in accordance with paragraph 5.2.1 of the SOW). The drawing shall identify the major components of the test stand (i.e. operator's control console, fluid containment system, reservoir, etc.).

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001 | Universal Hydraulic Test Stand FFP See Statement of Work Cost to furnish and install the test stand: \$ _____ Cost for training: \$ _____ FOB: Destination PURCHASE REQUEST NUMBER: A52D5071231010 | 1 | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0002 | Commercial-off-the-shelf (COTS) Manuals FFP Contractor to furnish standard manuals which have been modified to include all requirements of Attachment 8 (DD 1664). Item not separately priced. FOB: Destination | 4 | Set | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0003 | Commercial Drawings and Associated Lists FFP Not separately priced. FOB: Destination | 4 | Set | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0004 | Special Inspection Equipment Calibration FFP Not separately priced. FOB: Destination | 4 | Set | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|---------------|----------|-------------------------|-----|
| 0001 | 300 dys. ADC | 1 | N/A FOB: Destination | |
| 0002 | 300 dys. ADC | 4 | N/A FOB: Destination | |
| 0003 | 300 dys. ADC | 4 | N/A FOB: Destination | |
| 0004 | 300 dys. ADC | 4 | N/A FOB: Destination | |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------------|---|----------|
| 52.204-7 | Central Contractor Registration | JUL 2006 |
| 52.211-15 | Defense Priority And Allocation Requirements | SEP 1990 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.223-4 | Recovered Material Certification | OCT 1997 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A | NOV 2003 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | DEC 2006 |

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4000 DISCLOSURE OF UNIT PRICE INFORMATION

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4055 NOTICE OF CONTRACT MANAGEMENT

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of this Contract, the administration of the Contract will require maximum coordination between the Government and the Contractor. Upon award of a Contract, the Contracting Officer will appoint a Contracting Officer's Representative as his point of contact.

(a) Contracting Officer's Representative

A COR will be appointed by the Contracting Officer to monitor the Contract for technical compliance and to assist with Contract Administration. The precise responsibility and authority of the COR will be explained in his letter of appointment. The Contractor will be provided a copy of the COR appointment letter.

(b) Contracting Officer

The Contracting Officer is responsible for and will manage all Contract Administration. Accordingly, all communication pertaining to Contract Administration shall be addressed to the Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4204 COVERAGE OF OPEN DELIVERY TRUCKS

All open delivery trucks or other delivery vehicles shall be covered with a tarp or other means to preclude paper or other materials from blowing out along the roadways.

52.000-4307 SUBMISSION AND PAYMENT OF INVOICE

In consideration of satisfactory performance of the services rendered under this contract, payment will be made to the contractor for work completed upon submission of one copy of a properly completed invoice to the following address:

Anniston Army Depot
7 Frankford Ave
Bldg 221, ATTN: A. Hughley
Anniston, AL 36201

Payment will be made by credit card or Defense Finance Accounting Service located at:
Operating Location Rock Island, IL
Phone 309 782-9101
FAX 309 782-9997

(End of clause) Updated August 2004

52.0000-4402 MISUSE OF GOVERNMENT SYSTEMS

(This requirement applies to misuse of telephone systems, e-mail, and other information technology systems including the Internet for the visiting, viewing, transmitting, printing or mailing of sexually explicit materials or other misuse.)

(a) Any individual, firm, corporation, partnership, association, or other legal non-Federal entity or tenant activity that enters into a contract directly with the Anniston Army Depot to furnish services, supplies, or both, including construction (prime or subcontractors), if applicable, are strictly prohibited from misusing Government equipment, telephone systems, e-mail and other systems including the Internet for visiting, viewing, transmitting, printing or mailing sexually explicit materials via the Internet web sites. Such use includes, but is not limited to, the use of the aforementioned communications systems to:

- (1) Create, download, store, copy, transmit, or broadcast chain letters;
 - (2) Create, download, store, copy, transmit, or broadcast sexually explicit materials;
 - (3) "Spam," that is, to exploit list servers or similar broadcast systems for purposes beyond their intended scope to amplify the widespread distribution of unsolicited e-mail;
 - (4) Send a "letter-bomb," that is, to re-send the same e-mail message repeatedly to one or more recipients to interfere with the recipient's use of e-mail;
 - (5) Broadcast unsubstantiated virus warnings from sources other than systems administrators; or
 - (6) Broadcast e-mail messages to large groups of e-mail users (entire organizations) instead of targeting smaller populations.
- (b) Guidance for telephone calls while at a temporary duty location is reflected in the Joint Travel Regulations (JTR).
- (c) Abuse of DoD and Army telecommunications systems, to include telephone, e-mail systems, or the Internet, will be immediately brought to the attention of the perpetrating individual's (firm, corporation, partnership, association, or other legal non-Federal entity or tenant activity) management and may result in their immediate dismissal (long or short term) from the Anniston Army Depot's facilities and/or some other disciplinary action or contract remedy.
- (d) When deemed appropriate the responsible individual, firm, corporation, partnership, association, or other legal non-Federal entity or tenant activity entering into a contract directly with the Anniston Army Depot to furnish services, supplies, or both, including construction (prime or subcontractors) will fully reimburse/compensate the Anniston Army Depot for the time lost during the employee's illegal activities, for the use of the computer and telephone lines during the identified periods of misuse, and for such other consequential damages as may be appropriate.
- (e) The use of the Anniston Army Depot's telephone systems, e-mail and other systems (including the Internet) are limited to the conduct of official business or other authorized uses. Official business calls and e-mail messages are defined as those that are necessary in the interest of the Government (for example, calls and e-mail messages directly related to the conduct of DoD business or having an indirect impact on this depot's ability to conduct its business).
- (End of clause)

52.0000-4404 IDENTIFICATION OF CONTRACTOR EMPLOYEES

This requirement is only applicable to the Contractor when the Contractor has employees working on the Anniston Army Depot.

1. All contractors are responsible for obtaining/returning identification badges and/or vehicle decals required for the term of the contract or release of employee (see paragraph 2 on release of Contractor employee). See Local Rules and Regulations clause. All Contractor employees meeting with Government employees or attending meetings at Anniston Army Depot (ANAD) shall, at the beginning of the meeting, announce to all other attendees that they are Contractor employees, employed by (Name of Contractor/address), and the name of all other companies or individuals that currently employ them or that the Contractor employee currently represents. In addition, Contractor employees shall wear visible insignia that readily displays their company's name. This may be in the form of a hat or clothing bearing a company logo, a badge, etc. Also, all Contractor employees must identify

themselves as Contractor employees when answering Government telephones, working in situations where their actions could be construed as official Government acts, and include the company's name in his or her email display.

(a) If the Contractor requires computer access for completion of the contract, Contractor shall provide a written request to Directorate of Contracting; the COR will provide the Security Investigation Information or Letter of Clearance to the Personnel Security Office, Security Management Office, ten (10) days prior to the requirement for computer access. If Contractor employees depart Anniston Army Depot **prior to completion of contract**, written notice must be made to Directorate of Contracting and Directorate of Information Management. At the completion of the contract, written notice must be given to Directorate of Contracting AND Directorate of Information Management before final payment will be made.

(b) Contractor must provide written notice to Directorate of Contracting AND Directorate of Law Enforcement when Contractor employees are terminated **before completion of contract**. Written notice shall be provided to the Directorate of Contracting and Directorate of Law Enforcement (DLE) by the Contractor when the contract is complete.

2. Badges and vehicle decals should be returned when they expire at the end of the contract or upon employee termination, whichever comes first. When the contract number under which the badge was obtained is completed (date of last delivery or performance of last service), including any exercise of an option pursuant to the terms of the contract, the Contractor shall return the badges for all employees and vehicle decals to the DLE and obtain a receipt for each within three (3) business days after ending date of contract. Contractor shall provide written notice to Directorate of Contracting, Directorate of Information Management (when access to Government computers required), DLE, and Security Management Office when Contractor employees are terminated before the completion of the contract.

3. Failure to comply with the requirement in Paragraph 2 will be grounds for withholding any funds due the Contractor until badges are returned or paid for, notwithstanding any other clause or requirements in the contract. Failure to comply may also be used as an adverse factor with respect to Contractor past performance in connection with award of future contracts to the firm.

4. If the Contractor obtains a new or follow-on contract for work at ANAD, Contractor shall obtain new badges for each employee indicating on the request the new or follow-on contract number and comply with the above. This paragraph does not apply under options.

5. Non-Disclosure Agreement: If access to nonpublic information is required, the Contractor and each Contractor employee working on ANAD shall sign a non-disclosure statement on their company's letterhead prior to commencing work under the contract or obtaining the badges required by Paragraph 1 above. There will be one non-disclosure statement for each employee. The non-disclosure statement shall be worded as stated in Paragraph 7 below.

6. The COR/Government POC shall coordinate the Contractor's badging process (schedule appointments with DLE, etc.). The Contractor shall furnish (before initiating work under the contract) two copies of the non-disclosure statement for each Contractor employee to the COR/Government POC. The COR/Government POC shall maintain one copy and provide one copy to the Administrative Contracting Officer for inclusion in the official contract file.

7. Before any non-government employee can be given access to nonpublic information covered by the non-disclosure agreement, there must be a written agreement between the recipient Contractor and the owner of the proprietary information. A copy of this agreement must be made a part of the contract file.

Format for
CERTIFICATE OF NON-DISCLOSURE

I, _____, an employee, authorized representative, and agent of
_____, a

contractor (hereinafter RECIPIENT) providing support services to Anniston Army Depot (hereinafter ANAD), and likely to have access to nonpublic information under contract number _____, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivering support services to ANAD under contract; and

WHEREAS it is the intention of ANAD to protect and prevent access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and

WHEREAS ANAD acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and

WHEREAS RECIPIENT may be given or otherwise have access to nonpublic information while providing such services; and

WHEREAS "nonpublic information" includes such information as proprietary information (e.g., information submitted by a contractor marked as proprietary), information marked as having restrictions on its use (e.g., data having "limited rights," "restricted rights" or "Government purpose license rights" legends), information having Distribution Statements thereon per DoDD 5230.24, advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies), source selection information (e.g., bids before made public, source selection plans, and rankings of proposals), trade secrets and other confidential business information (e.g., confidential business information submitted by a contractor), attorney work product, information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers), and other sensitive information that would not be released by ANAD under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information from Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information for any personal or other commercial purpose; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, upon RECIPIENT leaving the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this CERTIFICATE will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT/AGENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER/PRINCIPAL: _____

(End of clause) Updated August 2005

52.000-4408 INSTALLATION SECURITY

The Anniston Army Depot (ANAD) is currently operating on a heightened state of security awareness and enforcement due to possible terrorist threats. Due to this heightened state of security, it is imperative that no unauthorized materials of any type be brought onto or left unattended on the installation. For this reason the Contractor must have a process in place to receive and store materials and have visibility of the location of those materials at all times while on ANAD. This includes construction materials, equipment, and miscellaneous items. This visibility/accountability of materials applies to the Contractor, its subcontractors, and its material suppliers.

Further, all Contractor, subcontractor, and material supplier employees are prohibited from bringing personal belongings of any nature onto the installation if such items are to be left unattended at any time.

The Contractor is further required to have a plan of action for implementing these procedures and must submit it to the Contracting Officer upon request. This plan of action must include a provision for informing all employees and subcontractors of these procedures. The plan of action must also address monitoring and procedures the Contractor has in place to ensure compliance with this contractual provision.

Should the Contractor fail to comply with this mandatory contractual provision, the Contractor may be held responsible for all direct and indirect cost incurred by the Government in identifying, securing, segregating, removing, and otherwise properly disposing of improper or abandoned materials/equipment.

(End of clause)

52.000-4415 NOTICE OF FEDERAL CHILD LABOR LAWS--FAIR LABOR STANDARDS ACT OF 1938

Persons under the age of 18 years are prohibited from working on Anniston Army Depot in hazardous areas such as the Ammunition Limited Area and in the hazardous occupations designated by the Department of Labor in Part 570 of Volume 29 of the Code of Federal Regulations (29 CFR 570).

52.000-4702 AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) by U. S. Postal Service to:
HQ Army Materiel Command
Office of Command Counsel

9301 Chapek Rd, Room 2-1SE3401
Fort Belvoir, VA 22060-5527

Facsimile number (703) 806-8866/8875

Packages sent by Federal Express or UPS should be addressed to:
HQ Army Materiel Command
Office of Command Counsel
Room 2-1SE3401
1412 Jackson Loop
Fort Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:
http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of provision) Updated August 2004

52.000-4706 ELECTRONIC SUBMISSION OF OFFERS

All responses to this solicitation must be submitted in electronic format. Paper copy responses will not be accepted. You may submit your response to Anniston Army Depot (ANAD) using one of these three methods: Offers submitted using any other means will not be accepted.

FAX:

The FAX number for your bids/proposals is **(256) 240-3077** extension **2222**. This FAX line is attached to a "FAX Server" which will store your transmittal. All FAX receptions are automatically time/date stamped. Sending FAX station information is also stored with the received FAX (i.e., originating telephone number and any station information you've programmed for transmission). The maximum file size for this FAX number is 4K. Instructions to fax to an extension: Dial the fax number and then press the "pause" or "pause/redial" button and then our "**2222**" extension. Most fax machines have a "pause/redial" button. Consult your fax machine user manual for specific instructions. The pauses delay the fax machine's transmission of the extension and allows the telephone system time to send the extension "beeps."

E-MAIL SUBMISSION:

E-Mail bids/proposals will be directed to anadacqnet@conus.army.mil. Check with your Internet Service Provider (ISP) to verify that E-Mail attachments are allowed - some ISPs will "strip" attachments prior to transmission. Attachments to your E-Mail which require the purchase of software to view your bid/proposal will not be accepted. If you send E-Mail attachments, there must be a readily-available, royalty-free viewer available for our use in viewing and printing your submission.

ON-LINE SUBMISSION:

On-line submission of bids/proposals is via our "**Vendor Response Module**." This method allows you to select a solicitation, point at file(s) on your PC, and directly transmit these file(s) to our Web Server for action. Detailed information regarding the **Vendor Response Module** is available at <http://www.anadprocnet.army.mil/>, Vendor Information, Bid Submission.

If format is other than Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, or Portable Document Format (PDF), a "reader" must be provided. Offeror must insure its offer, in its entirety, reaches the Directorate of Contracting, Anniston Army Depot, before the time set for bid opening or proposal closing.

Any clauses or provisions of this solicitation which mention writing, returning, or submission of offer will mean electronic submission as stated in the paragraph above.

Electronic offers must identify the solicitation and the opening/closing date, and include, as a minimum, the following:

- a. The SF33/SF1449/SF18/SF1442 filled out and signed.
- b. All applicable fill-in provisions from the solicitation must be completed.
- c. Any other information required by the solicitation.

Lateness rules are outlined in the solicitation.

If you choose to password-protect access to your offer, you must provide the password to ANAD before the opening or closing date. Contact the buyer identified on the cover page of this solicitation to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable." See Federal Acquisition Regulation 14.406 or 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

Any bid bond required by this solicitation must be submitted with offer in the above mentioned electronic format. Also, the properly completed original bid bond must be furnished to the Directorate of Contracting, Anniston Army Depot, 7 Frankford Ave, Anniston, AL 36201-4199, prior to the opening or closing of the solicitation.

(End of provision) June 2007

52.000-4802 NOTICE OF F.O.B. DESTINATION

All offers on this solicitation are requested on an F.O.B. Destination basis.

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; ~~X~~ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.211-4202 TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

WITHIN CALENDAR DAYS

| ITEM NO. | QUANTITY | AFTER DATE OF CONTRACT |
|-----------|----------|---------------------------|
| CLIN 0001 | 1 | 300 |
| CLIN 0002 | 4 | 300 |
| CLIN 0003 | 4 | 300 |
| CLIN 0003 | 4 | 300 |

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

| ITEM NO. | QUANTITY | WITHIN CALENDAR DAYS AFTER DATE OF CONTRACT |
|-----------|----------|---|
| CLIN 0001 | 1 | _____ |
| CLIN 0002 | 4 | _____ |
| CLIN 0003 | 4 | _____ |
| CLIN 0003 | 4 | _____ |

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding one working day if the award is transmitted electronically. The term "working day" excludes weekends and U. S. Federal holidays.)

End of clause Updated June 2004

52.211-4401 LOCAL RULES AND REGULATIONS

(a) Identification Badges and Vehicle Decals: The following requirements apply to all contractors working inside the Controlled Area of Anniston Army Depot.

(1) Contractors are required to secure, and wear at all times, employee identification badges for all employees who must enter the Anniston Army Depot (ANAD) to engage in contract work. Badges must be secured before an employee will be allowed entry onto the depot. Contractors that are non-US citizens must be escorted by depot personnel with the proper security clearance. Emergency badges will be issued on a case-by-case basis. Vehicle decals must be obtained for all Contractor vehicles entering ANAD. These badges and decals may be obtained from the Badge and Vehicle Office, Building 367, located at the main entrance to ANAD. No charge is made for badges if they are returned. Contractors will be charged twenty-five dollars (\$25.00) for each badge issued to replace lost badges or badges damaged through carelessness, negligence, or misuse. All persons to be badged shall present a PHOTO identification from one of the following sources:

1 - State driver's license

2 - State identification card

3 - Federal, municipal, or school identification card bearing a seal and the following information: photo, name, social security number, date of birth, and physical description

NOTE: A social security card is not a photo identification and will not be accepted as proper identification. Employee identification cards issued by the Contractor will not be accepted. The Director of Law Enforcement (DLE) will reject any identification presented which is altered, not issued by one of the above identified agencies, or otherwise questioned regarding validity.

(2) Contractors shall submit the name of a point of contact responsible for security requirements through the Contracting Officer to the Installation Security Management Office upon notification of contract award.

(3) Ten calendar days prior to the date Contractor employee will begin work in the controlled area of ANAD (within the gates), a Personal Data Questionnaire/Privacy Act Statement (SIOAN Form 380-2) must be completed and signed for each employee. The form authorizes ANAD to conduct a local background check for any criminal record or questionable reliability. No contractors or employees will be issued a badge without a favorable local background check. SIOAN Forms 380-2 may only be submitted for persons who are current employees of the Contractor or who hold a letter of intent to hire issued by the Contractor. Forms will be submitted to the Badge and Vehicle Office, Building 367, located at the main entrance to ANAD. **NO PRE-EMPLOYMENT LOCAL BACKGROUND CHECKS WILL BE CONDUCTED BY ANNISTON ARMY DEPOT.** The prime contractor is responsible for checking with the Badge and Vehicle Office, Building 367, phone number 256 235-6820, to ensure that employees have been cleared for entrance to ANAD.

(4) Also, at least ten calendar days before the Contractor expects to begin work on the installation, prime Contractor shall submit, on company letterhead, the name, social security number, date/place of birth, and citizenship of all persons entering ANAD to perform contract work for the prime and any subcontractors. Letter shall be submitted through the Contracting Officer to the Badge and Vehicle Office.

(5) Violation of any security or safety requirements will be grounds for immediate suspension of the individual's badge. DLE will notify the Contracting Officer when suspension actions are taken. The Contractor can appeal the suspension to DLE, who is the final adjudication authority of the individual's reinstatement or revocation of badge privileges.

(6) See clause entitled Identification of Contractor Employees for Contractor employees working on Anniston Army Depot.

(b) AMMUNITION LIMITED AREA. Yes ☐, No ☒ work to be performed in the Ammunition Limited Area (ALA). Contractors working within the ALA must abide by the above guidance plus the following additional requirements:

(1) The prime Contractor will be notified which persons are approved for access to the ALA. Contractor personnel who are denied access based on the local background check will have the right to appeal to the DLE. The Director's decision is considered the final action.

(2) No privately-owned vehicles (POV) are authorized in the ALA.

(3) Contractor-owned, rented, or leased vehicles which are construction-type (i.e., pickup trucks, dump trucks, etc.) may be authorized within the ALA upon being inspected and registered with ANAD. **ALL VEHICLES AND PERSONS SHALL BE SEARCHED UPON ENTERING AND EXITING THE ALA.**

(4) Contractor vehicles may not remain overnight within the ALA without obtaining permission from DLE and by disabling the vehicle (by removing the battery or some other method approved by DLE).

(5) No alcohol, photographic equipment, firearms, flame producing devices (to include lighters and matches), or other items prohibited by safety requirements are permitted within the ALA.

(6) All damages caused by the Contractor to security lighting, fencing, intrusion detection systems, security telephones, or any other security equipment will be repaired immediately at the Contractor's expense by the Contractor. Normal contract work will not resume until the security equipment is returned to normal.

(c) CHEMICAL LIMITED AREA. Yes ☐, No ☒ work to be performed in the Chemical Limited Area (CLA). Contractors working within the CLA are required to adhere to all of the requirements of paragraph (a) and (b) above plus the following requirements:

(1) Contractors entering the CLA on a temporary entry control roster are required to attend a safety briefing. The safety briefing, approximately 30 minutes in length, is an annual requirement. Contact DLE at 256 235-7578 to schedule this briefing.

(2) Contractors working within the CLA must be escorted by a member of the security force or an ANAD employee qualified to escort. Escorts remain with the Contractor the entire time the Contractor is within the CLA.

(3) The requirement for a security escort must be coordinated through the Contracting Officer to DLE two weeks in advance of initial required work date. The number of available escorts is limited, which may affect the amount of work area available to the Contractor each day.

(4) Escorts will be conducted with a "line of sight" being maintained at all times between the escort and the Contractor. This will limit the amount of distance one crew may spread out to perform work. Escorts may direct Contractor employees regarding the distance to travel from the escort.

(5) Contractors working within the CLA may be required to cease work and evacuate from the CLA up to six (6) times per year for exercises and/or emergencies. The duration of the cease work periods will vary, but normally they will not exceed 24 hours. These interruptions will be at no cost to the Government.

(6) Contractor work hours within the CLA will be normal ANAD duty days and duty hours. Contractors must depart the CLA 15 minutes prior to the end of ANAD's normal shift.

(d) Restricted Area (Includes ALA and CLA): **The following rules apply to contractor vehicles in the Restricted Area.**

(1) Contractors shall only enter into the restricted areas of Anniston Army Depot for the purpose of completing the official business as stipulated in the contract.

(2) Contract vehicles entering into the restricted area shall be on official contract business verified by the Contractor; shall be construction type vehicles; shall be properly registered on Anniston Army Depot; shall have a placard with the name of the contractor affixed, and the contractor shall assume liability for all vehicles used within the restricted area in support of the contract. (See paragraph (d)(4) below for definition of an acceptable document to the liability requirement.)

(3) Contractor Employees' Privately-Owned Vehicles not included in (d)(2) above shall not be authorized in the restricted area.

(4) The documentation to satisfy the liability language in paragraph (d)(2) would be:

a. A vehicle (i) registered (titled) in the name of the contractor or (ii) a lease, signed by the lessee/contractor and the lessor/owner. The person signing for the contractor must be a person acting with authority for the contractor.

b. In the case of a vehicle owned (titled) by the contractor, evidence of insurance combined with the terms of the contract will ensure a method of covering liability.

c. In the case of a vehicle leased by the contractor, evidence of insurance in the owner/lessor's name and the contractor must sign a statement substantially as follows: "In consideration for allowing entry and use of the described vehicle within the Restricted Area, the undersigned hereby assumes liability for all damage or injury caused by the operation of this vehicle."

(e) Hours of Work:

| WORK HOURS | RECEIVING HOURS | DAY(S) OF WEEK |
|-------------------|-------------------|---|
| 7:00 AM - 4:30 PM | 7:00 AM - 2:00 PM | Monday - Thursday |
| 7:00 AM - 3:30 PM | 7:00 AM - 2:00 PM | Every other Friday |
| CLOSED | 7:00 AM - 2:00 PM | Every other Friday |
| CLOSED | CLOSED | Saturdays, Sundays, and Federal Holidays |

(1) Federal Holidays. Federal holidays may cause the Depot to be closed for one or more of the work days identified. The contract performance period has taken this possibility into consideration.

(2) Shutdown Periods. The Government may choose to shutdown for a week or portions of a week as stated below. During this shutdown, and unless otherwise stated, only those Government personnel essential for equipment/facility maintenance will be permitted work.

| | |
|---------------------------------|----------------------------|
| 4 th of July Holiday | Safety Stand-Down Day* |
| Christmas Holiday | Employee Appreciation Day* |

*Safety Stand-Down Day and Employee Appreciation Day generally occur on a Friday (8-hour day). Safety Stand-Down Day consists of either two half-days occurring at six-month intervals or one full workday per year. Employee Appreciation Day generally occurs on a Friday (half of an 8-hour day) and is usually held in the afternoon. The Contractor's services may not be required during these periods. In such cases, the Contractor will be notified in writing by the Government. These interruptions will be at no cost to the Government.

(3) Schedule Changes. When situations warrant, the Government may change the hours of operation to adjust for certain conditions, i.e., weather conditions (extreme heat or cold). For example, during summer production, shops may begin work at 6:00 am and leave work at 3:30 pm to avoid the afternoon heat. The Contractor shall be provided as much advance written notice as possible when these situations occur and will be expected to support any schedule change provided by the Contracting Officer.

(f) Traffic: The Contractor will be required to conform to Depot regulations concerning:

(1) Designated routes

(2) Parking regulations

(3) Insurance--See clause entitled "Insurance Requirements." The Contractor will also insure that all POVs brought on the installation are fully insured for minimum amount of personal injury and personal damage liability required by Federal Acquisition Regulation 28.307-2.

(g) Highway Barricades, Warning Signs, and Parking: The Contractor shall comply with Depot Regulation ANADR 190-5 and Manual on Uniform Traffic Control Devices, ANSI D6.1, Part VI, Latest Edition. Contractors are permitted to drive their vehicles inside buildings to load and unload supplies and equipment. However, when finished loading and unloading, the Contractor should move the vehicle outside to a designated parking space.

(h) Temporary Structures: The Contractor shall comply with Corps of Engineers Manual (EM) 385-1-1.

(i) Fire Prevention and Protection: The Contractor shall comply with all fire prevention measures prescribed in the installation fire prevention and protection regulation, a copy of which is on file in the office of the Contracting Officer. A written hot work permit shall be obtained from the installation fire department for use of any heat producing devices such as blowtorches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment. The Contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by the terms of this contract.

(j) Utilities: Government-owned and operated utilities are adequate for the needs and use of the Contractor as well as the Government. All reasonably required amounts of water and electricity are available to the Contractor without charge.

(k) Safety and Accident Prevention: In addition to contract clause entitled "ACCIDENT PREVENTION," FAR 52.236-13, which may be incorporated by reference, the provisions of AMCR 385-100, ANADR 385-1, Engineering Manual (EM) 385-1-1, and 29 CFR 1926/1910 shall be strictly adhered to. Contractors working in the CLA will be issued protective masks by the installation in accordance with ANAD Respiratory Screening Plan. The Contractor will be responsible for the reimbursement of the cost of any protective equipment damaged due to negligence, destroyed, or lost by contracted personnel. The referenced regulations and plan are available in the Safety Office for review by contractors.

(l) Vehicle Searches: All vehicles entering, moving throughout, and exiting ANAD are subject to random searches as directed by the Depot Commander.

(m) Land Use Control: Contractors who will be required to "disturb soil" in the performance of this contract shall review and strictly adhere to the Standard Operating Procedure for Land Use Control Implementation. The SOP is available in the Directorate of Risk Management, Building 1, for review by Contractors.

(n) Cellular telephones with built-in cameras are prohibited on this installation. If a cell phone with camera is found, that cell phone is subject to confiscation, and any violation may be punishable by fine or imprisonment or both.

(o) Air Emissions: The contractor is responsible for early coordination with the Directorate of Risk Management on any action that might result in air emissions (dust, volatile substances, etc). ANAD's Title V Air Permit requires the installation to obtain construction permits for new or modified air sources. The Alabama Department of Environmental Management (ADEM) must issue a construction permit before ANAD purchases and installs any equipment which will produce air emissions. Installation and/or start-up of this equipment without the proper permit and coordination with ADEM is a violation of State and federal environmental law. The violation could result in a possible civil penalty or fine of \$32,500 per day per violation from the Federal Environmental Protection Agency. Contractors considering a new process or device, or a modification to an existing unit, must first coordinate with the Environmental Compliance Division, Directorate of Risk Management.

(p) Exercise Events: Contractors working on the installation are expected to participate in LEAN thinking, Value Stream Analysis, Rapid Improvement Events, and Six Sigma activities that may last from one to seven weeks in duration. These efforts, as defined below, are an integral part of the process improvements of ANAD on our journey toward building a LEAN manufacturing facility. The COR will provide detailed instructions when your involvement is required.

LEAN thinking is a coordinated response to today's highly competitive environment. LEAN production is aimed at the elimination of waste in every area of production including customer relations, product design, supplier networks and factory management. Its goal is to incorporate less human effort, less inventory, less time to develop products, and less space to become highly responsive to customer demand while producing top quality products in the most efficient and economical manner possible.

A Value Stream Analysis (VSA) is an event that documents the current process, the planned future process and an action plan to get to the planned future process. The VSA normally last three to four days and includes representatives from all aspects of the process.

A Rapid Improvement Event is a seven-week process that focuses on events where teams of people from a broad range of parts of the business gather to streamline a process. The first three weeks are used to select an area and topic, create the team, and plan for the event. The fourth week is the actual event where waste is identified, removed, and changes to processes made. The last three weeks are to ensure changes are continuing to be used and process is working correctly.

Six Sigma is the leading quality improvement program for a rigorous and disciplined methodology that uses data and statistical analysis to measure and improve a company's operational performance by identifying and eliminating "defects" in manufacturing and service-related processes. Six Sigma differs from traditional quality improvement programs in its focus on input variables. While traditional process improvement methods depend upon measuring outputs and establishing control plans to shield customers from organizational defects, a Six Sigma program demands that problems be addressed at the input root cause level, thereby eliminating the need for unnecessary inspection and rework processes.

(q) ANAD Network: For access to the ANAD network, send a letter stating that a National Agency Check (NAC) has been initiated and furnish a copy of the SF 85P, Questionnaire for Public Trust Positions, for review prior to issuance of an interim password. The results of the NAC investigation shall be furnished to the Security Management Office, Security Office Identifier number A077, for the final adjudication.

(End of clause) February 2007

52.211-4403 SPECIAL NOTICE TO CONTRACTOR

Final Payment on the contract will be held until contractor has properly cleared with the Security Control Office, the return of all security identification badges and vehicles registration.

(End of clause) December 2003

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEP 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

- (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- 1) Past Performance
- 2) Technical
- 3) Price

See Attachment 10 (Evaluation Plan) for award evaluation criteria.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end products, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii)) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| | |
| | |
| | |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
| | |
| | |
| | |

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
| | |
| | |
| | |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2007)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have

been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor

shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

☒ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (15) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

X (17) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (18) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

X (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (20) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

X (23)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (24) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (25)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (26) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (27) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (30) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (31) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (32) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (33) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

X (34) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (35) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (36)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.214-4705 SIGNATURE AUTHORITY

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or

(3) Furnished upon receipt of a specific request for the information from the contracting officer. (Note that, per FAR 52.214-12(b) and 52.215-13(b), agents signing on behalf of another offeror must provide evidence of their authority per (b)(1) or (2) above.)

52.214-4803 TECHNICAL LITERATURE (OCT 1993)

(a) With offer, the offeror shall furnish technical literature that has been used to market the proposed equipment. The technical literature will be used to technically evaluate the offers and shall show that the proposed equipment meets the requirements of the specification, specifically the technical features shown below:

See Technical paragraph in Attachment 10 (Evaluation Plan)

(b) The features required above to be shown in the technical literature are necessary to determine the offeror's technical acceptance. If the offeror's preprinted literature does not show all these features, the offeror may attach a letter or supplemental information to the literature describing those required features. All literature and supplemental information shall be in US Customary System of Measurements and in the English language.

(c) The failure of technical literature to show that the product offered conforms to the requirements of this solicitation may require rejection of the offer.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.228-4406 INSURANCE REQUIREMENTS (SEP 1998)

In accordance with Insurance--Work on a Government Installation clause, FAR Reference 52.228-5, incorporated herein, the following amounts of insurance are required:

| TYPE | MINIMUM AMOUNTS |
|---|---|
| Workers' Compensation and Employer's Liability | \$100,000.00 |
| General Liability, Bodily Injury Liability | \$500,000.00 per occurrence |
| Property Damage Liability | \$500,000.00 per occurrence for property damage |
| Automobile Liability | \$200,000.00 per person \$500,000.00 per occurrence for bodily injury \$ 20,000.00 per occurrence for property damage |

A certificate of insurance, showing that the required amounts of insurance have been obtained, will be furnished. Special attention is directed to the cancellation notice of the insurance certificate. The cancellation notice must state:

"In the event that this policy is cancelled or any material change in the policy is made that would adversely affect the interest of the Government, such change or cancellation shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event sooner than thirty (30) days after written notice thereof to the Contracting Officer."

52.232-4305 PAYMENT AND SUBMISSION OF INVOICE

In consideration of satisfactory performance of the services rendered under this contract, payment will be made to the contractor at the end of each month or as soon thereafter as practical upon submission of Contractor's invoice. Submit the invoice to Anniston Army Depot using email to the contract specialist or fax your invoice to our fax modem at telephone number 256 240-3077 extension 2222. Contact the contract specialist for their email address.

To send by fax, dial the fax number and then press the "pause" or "pause/redial" button and then our "2222" extension.

(End of clause) Updated May 2005

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Directorate of Contracting
ATTN: AMSTA-AN-CT (Bldg 221)
Anniston Army Depot
7 Frankford Ave
Anniston, AL 36201-4199

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-4416 DEPARTMENT OF DEFENSE PREPAREDNESS TRAINING

This installation is subject to unannounced inspections and exercises that require practice evacuations of certain and/or all areas. Evacuation practices will be temporary in nature. Contractors will be required to participate in these practice evacuation exercises, as necessary, and the contract performance time will be extended to off-set the time lost because of the exercise. This clause should be taken into consideration during the preparation of bids/proposals since, other than appropriate time extensions, participation in such exercises will be at no additional cost to the Government.

52.237-4710 SITE INSPECTION ARRANGEMENTS

Offerors or quoters are urged and expected to inspect the site where the work will be performed.

An organized site visit is planned. Details are listed below. Individual requests for site visits on dates other than that specified below will not be granted.

Organized Site Visit Scheduled For: 12 July 2007 at 9:00 A.M.

Offeror/quoters planning to attend the Site Visit must submit on company letterhead the following information for each person attending the site visit:

Company Name:

Name of Visitor:

Date of Birth:
 Social Security Number:
 Citizenship:
 Date of Visit:
 Person to be Visited:
 Purpose of Visit:

Each visitor must present photo identification as described in Local Clause 52.0211-4401(a)(2) entitled "Local Rules and Regulations."

Send the above information to the attention of Anthony Hughley either by fax to (256) 235-6353 or by email to anthony.hughley@conus.army.mil.

Point of contact (POC) for the Site Visit is Anthony Hughley at (256) 235-7257 or (235) 591-5808.

Participants will meet at Building 221, Directorate of Contracting, Anniston Army Depot, Anniston, AL. Contact the POC by phone, fax, or email not later than 10 July 2007 if you plan to attend this site visit.

(End of provision) Revised June 2003

52.246-4001 PACKAGING (OCT 1993)

In accordance with ASTM Designation D 3951-90, Standard Practice for Commercial Packaging, material covered by this contract will be acceptable with supplier's "off-the-shelf" or "over-the-counter" packaging providing:

- (1) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (2) Preservation: Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (3) Cushioning: Items requiring protection from physical and mechanical damage or which are fragile in nature shall be protected by wrapping, cushioning, pack compartmentization, cartonizing, or other means to mitigate shock and vibration during handling and shipment.
- (4) The quantity per unit pack shall be the same as that used in commercial distribution or over-the-counter retail sales.
- (5) The individual items not unit-packed may either be packed in shipping containers or shall comply with the regulations of the carrier used.
- (6) The exterior (shipping) containers shall contain a packing list or other documentation setting forth contents and shall be addressed as specified in the "Ship To" portion of this order.
- (7) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, and waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination.

52.246-4002 MARKING

Unless otherwise specified, exterior packs shall, as a minimum, be marked as follows by any means that provides legibility and durability:

- a. National Stock Number (NSN), Management Control Number (MCN), or Part Number.

- b. Noun.
- c. Quantity, unit, and unit of issue.
- d. Contract, Purchase Order, or Delivery Order number.
- e. ☒ This is a Property Book Item.

If e. above is checked, add to marking on packing list. Receiving: Notify Property Book Office at Ext. 6270.

NOTE: When a discount is offered to the Government as consideration for expediting payment, request the face of the packing slip and invoice be annotated "DISCOUNT OFFERED."

52.0247-4003 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS

All non-manufactured wood used in packaging, packing, palletization/unitization, skids, or internal blocking/bracing shall be constructed from Heat Treated (HT) (so that the core temperature of each piece of treated wood will reach 56 degrees Centigrade for 30 minutes(56/30)) material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations both dated May 30, 2001. The quality mark shall be placed on both ends of the outer packaging (between the end cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://farsite.hill.af.mil>

<http://www.procnet.anad.army.mil>

(Local Links, Reference Library, 13=DFARS, 22=FAR)

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>
<http://farsite.hill.af.mil>
<http://www.procnet.anad.army.mil>
 (Local Links, Reference Library, 13=DFARS, 22=FAR)

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid__types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line

item No.

Item description:

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----
--.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The ``DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(a) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number.
- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.
- (10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number.**
- (7) Lot or batch number.**
- (8) Current part number (if not the same as the original part number).**
- (9) Current part number effective date.**
- (10) Serial number.**

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ☐ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ☐ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) ☐ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4) ☒ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ☒ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) ☒ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ☒ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ☒ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ☐ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ☐ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

(13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) X 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) X 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) X 252.232-7003, Electronic Submission of Payment Requests (MAR 2007) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(21) X 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

**Attachment 1:
DESCRIPTION/WORK STATEMENT/SPECIFICATION FOR
UNIVERSAL HYDRAULIC TEST STAND**

1.0 Scope. This specification establishes the requirements for a multipurpose hydraulic component test stand to be located in building 117 at Anniston Army Depot, Anniston Alabama designed, fabricated, and installed by the contractor with all functions and capabilities as delineated herein. The contractor shall provide the resources necessary to design, manufacture, transport, install, calibrate and demonstrate the functional operation of one (1) manually operated (not computer operated) hydraulic component test stand. The test stand shall be capable of, and provide not less than the following independent circuits: flows up to 60 GPM at up to 4,200 PSI; flows up to 20 GPM at up to 5,000 PSI; flows up to 60 GPM at up to 100 PSI; static pressure of up to 10,000 PSI; a bi-directional variable speed drive for testing pumps; and a motor test circuit as described herein. If a test stand component fails causing one of the test circuits to be inoperable, the remaining test circuits shall continue to function. The test stand will be used to performance test various relief valves, cylinders, hydraulic pumps and motors, selector valve assemblies, and hoses utilizing fire resistant hydraulic oil per MIL-PRF-46170C. The test stand and all test stand systems, subsystems, and circuits and all combinations thereof shall be capable of operating continuously (24 hrs per day, 7 days per week, etc.) under all conceivable load conditions. The test stand fabrication, installation, acceptance, and training of Government personnel must be complete within 300 calendar days of award of contract. This specification describes the minimum anticipated operational and performance requirements.

2.0 Applicable Documents.

2.1 The following documents of the issue in effect on date of invitation for bids or request for proposals form a part of this specification to the extent specified herein:

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Regulations

CFR Title 29, Chapter XVII, Part 1910.212 General requirements for all Machines

CFR Title 29, Chapter XVII, Part 1910, Subpart S----Electrical

CFR Title 29, Chapter XVII, Part 1926, Subpart K----Electrical

(Application for copies should be made to the Superintendent of Documents, Government Printing Office, Washington, DC 20402)

ELECTRONIC INDUSTRIES ALLIANCE

J-STD-001C – Requirements for Soldered Electrical and Electronic Assemblies

(Application for copies shall be made to the Institute for Interconnecting and Packaging Electronic Circuits, 2215 Sanders Road, Northbrook, Illinois 60062-6135)

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 The National Electrical Code, 1996

NFPA 79-02 Electrical Standard for Industrial Machinery, 2002

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(Application for copies should be made to the National Fire Protection Association, One Batterymarch Park, P.O. Box 9101, Quincy, Massachusetts 02269-9101)

UNDERWRITERS LABORATORIES INC.

UL 508 Standard for Safety for Industrial Control Equipment

(Application for copies should be made to Underwriters Laboratories, Inc., 333 Pfingsten Road, Northbrook, IL 60062-2096)

2.2 Order of Precedence. In the event of a conflict between the text of this specification and the references cited herein, the text of this specification shall take precedence.

3.0 Hydraulic Requirements. The test stand shall consist of the following major components: hydraulic system, electrical system, cooling system, and all accessories required for proper and efficient operation.

3.1 Subsystems. The test stand hydraulic system shall consist of the following subsystems: main system pressure circuit, auxiliary pressure circuit, static pressure circuit, supercharge (pump test) circuit, motor test circuit, and return circuit. All components of the hydraulic system shall be suitable for use with fire resistant hydraulic oil per MIL-PRF-46170C. Each hydraulic system to be equipped with outlets/inlets designed for the quick and easy connection/disconnection of hydraulic hoses connecting the test stand to the item being tested. Each hydraulic system is also required to have at least one pressure gage for reading the pressure provided by the system. All controls used to operate the test stand shall be on the front of the test stand and outside the test stand safety shield (it is permissible for controls used solely for calibration purposes to be inside the safety shield). Independent test capabilities shall be provided by each circuit, as described below:

3.1.1 Main system pressure circuit. Shall provide flow up to 60 GPM and pressure up to 4200 PSI. It shall be possible to smoothly adjust and maintain the flow between 0 and 60 GPM without any discernable increments for any given pressure. It shall also be possible to smoothly adjust and maintain the pressure between 0 and 4200 PSI without any discernable increments for any given flow. The main system pressure circuit shall be able to provide and maintain any conceivable combination of flow and pressure composed of flows between 0 and 60 GPM and pressures between 0 and 4200 PSI.

3.1.1.1 The main system shall have a minimum of four pressure outlets, with each outlet being capable of providing up to full flow at full pressure (60 GPM at 4200 PSI).

3.1.1.1.1 Two of these two outlets shall each be through shutoff valves.

3.1.1.1.2 The remaining two outlets are to be connected in such a way that if one of the outlets is under pressure the other outlet will be connect to a return to the hydraulic reservoir (no pressure), so that hydraulic cylinders (cylinders have only two ports) can be easily cycled from a retracted position to an extend position and then back to the retracted position multiple times without having to disconnect and reconnect the hoses. The test stand shall be able to cycle the cylinders automatically (extend/retract multiple times) without operator intervention. The test stand shall not use limit switches actuated by the cylinder being cycled to control the cylinder

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being cycled. The test stand shall have a method to bypass the automatic cylinder cycling feature and to enable a method to manually cycle the cylinders at full pressure/flow.

3.1.2 Auxiliary pressure circuit. The auxiliary pressure circuit shall provide flow up to 20 GPM and pressure up to 5000 PSI. It shall be possible to smoothly adjust and maintain the flow between 0 and 20 GPM without any discernable increments for any given pressure. It shall also be possible to smoothly adjust and maintain the pressure between 0 and 5000 PSI without any discernable increments for any given flow. The auxiliary pressure circuit shall be able to provide and maintain any conceivable combination of flow and pressure composed of flows between 0 and 20 GPM and pressures between 0 and 5000 PSI.

3.1.2.1 The auxiliary pressure circuit shall have a minimum of two pressure outlets, with each outlet being capable of providing full flow at full pressure (20 GPM at 5000 PSI), and with each outlet having a shutoff valve.

3.1.3 Static pressure circuit. The static pressure circuit shall provide static pressure up to a minimum of 10,000 PSI. It shall be possible to adjust and maintain the pressure to any setting between 0 and 10000 PSI.

3.1.3.1 The static pressure circuit shall have at least one pressure outlet.

3.1.4 Pump test circuit.

3.1.4.1 This circuit shall be used as the hydraulic pump test system.

3.1.4.2 The pump test circuit shall provide flow up to 60 GPM and pressure up to 100 PSI. It shall be possible to smoothly adjust and maintain the flow between 0 and 60 GPM without any discernable increments for any given pressure. It shall also be possible to smoothly adjust and maintain the pressure between 0 and 100 PSI without any discernable increments for any given flow. The pump test circuit shall be able to provide and maintain any conceivable combination of flow and pressure composed of flows between 0 and 60 GPM and pressures between 0 and 100 PSI.

3.1.4.3 The pump test circuit shall include a bi-directional (clockwise and counterclockwise rotation) variable speed drive. The variable speed drive shall be a solid state electronics controlled motor drive and rated suitable for the intended application. The motor shall provide 80 HP minimum at the output drive shaft. Maximum anticipated torque requirements are approximately 236 foot pounds up to 1800 RPM.

3.1.4.4. The speed control for the variable speed drive shall provide an infinitely variable adjustment throughout the speed range, with speed regulation of 0.5% or better. Speed range shall be 0 - 4800 RPM minimum, bi-directional. A digital speed indicator with a minimum accuracy of +/- 0.5 % shall be provided on the test stand front panel.

3.1.4.5 The pump test system shall include a torque sensor with a minimum range of 0 to 300 foot pounds. A digital indicator (including an appropriate strain gage conditioner) with a minimum accuracy of +/- 0.5 % shall be provided on the test stand front panel.

3.1.4.6 The test stand shall be designed so that the front seal of the pump under test can be viewed during operation in order to determine if the front seal of the pump under test is leaking.

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3.1.4.7 The pump under test mounting fixture shall be designed so that the mounting fixture can quickly and easily be modified/changed/replaced to accept other pumps which may have different physical properties such as shaft size, shaft splines, mounting flange sizes, mounting bolt pattern, etc.

3.1.4.8 The test stand shall include a sound reducing enclosure which reduces the environmental noise pollution created by pumps or motors under test to 80 decibels or lower.

3.1.5 Motor test circuit.

3.1.5.1 The hydraulic motor test circuit shall include a dynamometer rated to provide a resistance of 0 to 1000 foot pounds minimum and speeds 0 to 1800 RPM minimum and any conceivable combination of torque and speed up to a minimum of 200 HP.

3.1.5.2 The dynamometer shall include a torque sensor with a minimum range of 0 to 1000 foot pounds. A digital indicator (including an appropriate strain gage conditioner) with a minimum accuracy of +/- 0.5 % shall be provided on the test stand front panel.

3.1.5.3 The motor test circuit shall include a DC power supply for testing hydraulic power pack assembly part number 12282832. The power supply shall be capable of providing 24 +/-0 volts DC at up to 62 amperes. The power supply shall contain a digital ammeter and voltmeter.

3.1.5.4 The test stand shall be designed so that the front seal of the motor under test can be viewed during operation in order to determine if the front seal of the motor under test is leaking.

3.1.5.5 The motor under test mounting fixture shall be designed so that the mounting fixture can quickly and easily be modified/changed/replaced to accept other motors which may have different physical properties such as shaft size, shaft splines, mounting flange sizes, mounting bolt pattern, etc.

3.1.5.6 The test stand shall include a sound reducing enclosure which reduces the environmental noise pollution created by pumps or motors under test to 80 decibels or lower.

3.1.6 **Return Circuit.** All return circuit ports shall have valves for inducing a controlled back pressure on the item under test. All return ports will also include a pressure gage which measures the induced back pressure. All return ports shall create near zero back pressure with the back pressure inducing valves fully open.

3.1.6.1 The return circuit shall have a minimum of three flow meters with a minimum of one flow meter capable of measuring full circuit flow for each of the following circuits; main system pressure, auxiliary pressure, and supercharge (pump test) circuits. The return circuit shall have a sufficient number of flowmeters to insure 1% accuracy over the entire range of the flow. At least one flowmeter shall be able to measure a flow of 0.05 GPM or less.

3.1.6.2 The return circuit shall have a minimum of two ports which are not routed through the flow meter(s). These ports shall be capable of handling 100 GPM each with near zero back pressure.

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3.1.6.3 Each return circuit port shall have its own return plumbing connecting it to the hydraulic reservoir (flows from the return circuit ports cannot be combined into a “header” which is then routed to the reservoir).

3.2 **Material.** All material used shall be as specified herein. Material not specified shall be of the best quality used for the purpose in good commercial practice. The material shall be free from all defects and imperfections that might affect the serviceability of the finished product.

3.2.1 **Protective treatment.** Materials used in the construction of the equipment that are subject to deterioration when exposed to climatic and environmental conditions likely to occur during service usage shall be protected against such deterioration in a manner that will in no way prevent compliance with the performance requirements of this specification.

3.2.2 **Metals.** Metals shall be of corrosion resistant type, unless suitably protected to resist corrosion during normal service life and shall be suitable for the application intended.

3.2.2.1 **Dissimilar metals.** Unless suitably protected against electrolytic corrosion, dissimilar metals shall not be used in intimate contact with each other.

3.3 **Design and construction.**

3.3.1 **Design.** The design, layout, and assembly of the cabinet and its component parts shall be such as to facilitate high volume production of units under test (UUT) and ease of maintenance.

3.3.2 **Structure.** All components shall be located within an all-metal, fully enclosed cabinet suitably braced to carry the load imposed. The cabinet shall be fully guarded to shield fan blades, heating coils, electrical connections, and any other component parts that may present a safety hazard to the operator. The cabinet shall be so constructed that it will withstand transportation by common carrier without damage. Instrument panels shall be constructed of 11 gage or heavier metal suitable for the purpose. Doors and cabinet panels other than instrument panels shall be a minimum of 14 gage metal. The cabinet or enclosure shall be rated for indoor use and shall provide a degree of protection against dust, falling dirt and dripping non-corrosive liquids.

3.3.3 **Size/Location.** Test stand cabinet size shall not exceed 13 feet length by 8 feet depth (depth from the operator's side of the stand to the rear) by 7 feet height. These dimensions do not include any remotely located hydraulic power supply. The test stand shall be located as shown in drawing “07-072, Universal Hydraulic Test Stand Location Bldg 117”.

3.3.4 **Base design.** All cabinets and sections shall include longitudinal channels or other approved base design to permit the use of a standard fork lift truck for positioning or moving purposes. These provisions shall be a permanent part of the test stand, of sufficient strength and rigidity to support the load without undue stress or strain on the test stand itself, and shall be so arranged as to distribute the floor load evenly over the floor space occupied by the test stand.

3.3.5 **Accessibility.** The cabinet shall be of sufficient size to accommodate all components in an accessible manner. All internal components of the test stand shall be easily accessible. The

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test stand shall be designed to allow access for overhead hoist loading/unloading of heavy components. All controls for operating the test stand shall be located outside the safety shield required by paragraph 3.3.10.

3.3.6 Toe clearance. Toe clearance shall be provided at the operator's position on the test stand, a minimum of 6 inches height and 4 inches depth.

3.3.7 Storage space. A suitable storage area or space shall be provided for the operating manual and other documentation for the test stand. This area or space shall be permanently attached to the test stand, and shall be readily accessible.

3.3.8 Leveling. Provisions for leveling the test stand shall be provided.

3.3.9 Work area. A flat table top work area shall be provided for the operator, a minimum of 18 inches long by 24 inches wide, and shall include a standard electrical outlet with ground (115V 60Hz 15 amp).

3.3.10 Safety shield. A sliding or hinged door type transparent safety shield, constructed of Lexan or equivalent, shall be provided and shall be a minimum of three feet tall and extend the entire length and depth of the work bench/drip pan. This shield shall protect the operator from flying debris or whipping/ruptured hoses in the event the item under test fails catastrophically. All hydraulic oil released by the item under test, the hoses, or test stand components during normal operation or failure of a item under test, hose or stand component shall be captured by the stand (no hydraulic oil shall be permitted to escape onto the floor or the surrounding area). The safety shield door(s) shall allow hoist access to the test stand for the placement of heavy items to be tested.

3.3.11 Vibration. The cabinet shall be constructed so that vibration from components such as pumps and motors shall not be transmitted through the structural members to any instrumentation, thus impairing readability and accuracy.

3.3.12 Lights. If required for maintenance purposes, any lighting required shall be vapor proof, of ample wattage, and be powered by nominal 120 volt, single phase, 60 Hertz current. Guards shall be provided around incandescent light bulbs to prevent personnel contact and inadvertent bulb breakage.

3.3.13 Ventilation. Louver type air vents shall be provided in the cabinet to promote air circulation, or the cabinet shall be provided with forced ventilation to prevent overheating of instruments and any electrical/electronic components.

3.3.14 Work bench/drip pan. The work bench/drip pan shall consist of a perforated metal work bench supported above a drip pan. The work bench/drip pan shall be a tray provided at the front of the test stand and shall be arranged in such a way that it is used as a sump, with all outlets located along the edge of the tray. The work bench shall provide a clear (no obstructions) working space a minimum of 108 inches long by 24 inches wide except where pumps or motors shall be tested, where it shall be 36 inches wide. The work bench must be capable of supporting a minimum distributed load of 200 LBS per square foot and a minimum point load of 100 LBS (at all locations). A pump shall be connected to the drip pan drain so that the oil in the drip pan can be pumped to the hydraulic oil reservoir. The drain shall have an

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easily accessible and removable screen type filter to prevent lint and other small debris from entering the drain.

3.3.15 Panel holes. All holes through test stand panels which may be required for installation of valves and fittings shall be of a standard size and type to permit replacement without rework of the panels.

3.3.16 Timer. A digital timer shall be provided on the front of the test stand. The timer shall have a range of at least 60 minutes with 1 second increments. The timer shall be equipped with start/stop button and a reset button.

3.3.17 Gages. All gages/meters shall be provided with a port(s) on the test stand front panel, connected between the gage and gage shut-off valve(s) to permit calibration of the gage. Gages subject to continuous surges or extreme pressure fluctuations shall be protected by snubbers or dampeners. All gages shall be accurate within 1% and shall be readable by the operator from the test stand front panel.

3.3.18 Leaks. The stand components/connections (lines, fittings etc.) shall not leak. All hydraulic connections will be of a type designed not to loosen (leak) due to pressure pulses and temperature variations.

3.4 Additional requirements.

3.4.1 Electrical. The test stand shall be designed to operate on 230/460 volt, three phase, 60 hertz electrical power. All wiring methods and practices shall conform to National Fire Protection Association (NFPA) 79-02 and NFPA 70. Industrial control devices for starting, stopping, regulating, controlling, or protecting electric motors shall conform to the requirements of Underwriters Laboratories UL 508. Adjustable-speed drives and accessories for use with adjustable-speed drives are covered by the Standard for Power Conversion Equipment, UL 508C. Devices that regulate temperature and/or control refrigeration equipment are covered by the Standard for Temperature-Indicating and –Regulating Equipment, UL 873, and other applicable standards. All electrical wiring and components shall be sized for both 230 VAC and 460 VAC operation. The test stand shall be wired for 460 VAC initial operation. The contractor shall supply the main electrical disconnect for the test stand. This disconnect may be mounted on the existing building wall behind the test stand. The Government shall provide 460 volt, three phase power to the main disconnect.

3.4.2 Electrical noise. The electrical power at Anniston Army Depot is subject to noise. If the test stand requires clean electrical power for proper operation, the contractor shall supply a properly sized power conditioning unit with the test stand. If the test stand is susceptible to interference from adjacent industrial machinery, the contractor shall provide proper shielding with the test stand to minimize test stand malfunctions.

3.4.3 Safety and Health Requirements. The test stand shall be in compliance with Occupational Safety and Health Administration (OSHA) 29 CFR 1910.212. The test stand shall include warning lights/indicators to alert the test stand operator to unsafe operating conditions. The test stand shall include at least one category 0 (uncontrolled) emergency stop switch as defined by NFPA 79-02 which shall immediately remove power to the machine actuators. Hinged or sliding doors containing ready access to moving parts that may pose a hazard shall be interlocked.

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3.4.4 **Noise Level.** Noise emitted by the test stand shall be no greater than 80 decibels as measured per ANSI S12.23-1989. The 80-decibel limit is absolute. Techniques such as sound level averaging or exposure time weighing shall not be used in meeting this requirement. Any shields, baffles, enclosures or other devices required to bring the equipment into conformance with this requirement shall not interfere with visibility needed for safe operation of the test stand.

3.4.5 **Hydraulic Test Fluid.** As a minimum, the test stand shall operate with the following test fluid: fire resistant hydraulic oil per MIL-PRF-46170C.

3.4.6 **Fluid Temperature Control.** The test stand shall be capable of regulating the temperature of the test fluid within $\pm 5^{\circ}$ Fahrenheit of the fluid temperature set point. It shall be possible to set the test fluid temperature set point at any temperature between 80 °F and 185 °F. A digital readout indicating the test fluid operating temperature shall be provided. The test stand shall be capable of displaying the test fluid temperature with an accuracy of $\pm 2\%$. The heating/cooling system shall be protected from adverse temperature conditions (overheating & freezing).

3.4.6.1 **Cooling.** The test fluid cooling system shall be closed loop (The use of flow through cooling water is not permitted).

3.4.6.2 **Heating.** Test fluid temperatures above ambient shall be obtained by the use of immersion heater(s). Installation shall provide for the heater element(s) to be totally immersed in the fluid to a minimum dept of 6 inches when the test fluid is at its lowest operating level. The reservoir in which the immersion heater(s) are installed shall be equipped with an NFPA approved nationally recognized laboratory listed automatic over-temperature shut-off switch that will automatically shut the heater(s) off at 15° F above the maximum reservoir operating temperature. The reservoir shall be provided with a low fluid level switch that will shut down the test stand when the fluid level is less than 6 inches above the heater element(s). The immersion heater(s) shall be equipped with a manual temperature setting control. These heater(s), in conjunction with the heat exchanger in paragraph 3.4.11 shall maintain the temperature of the fluid within $\pm 5^{\circ}$ F when the control is set in the range of 80° to 180° F.

3.4.7 **Filtration.** Test stand filtration shall be equipped with standard commercial type elements. All filters used on the test stand shall be equipped with gages or pressure switches to indicate the pressure drop (differential) across the filter. The test stand shall have a means to warn the operator when filters require service or replacement. The contractor shall be responsible for selection of the appropriate micron rating of any return line and/or inlet filters. A suitable strainer, which shall be easily accessible for removal and cleaning, shall be provided between the reservoir and inlet to the pumps.

3.4.8 **Water Removal.** The test stand shall include a means to remove any accumulated water from the hydraulic oil.

3.4.9 **Reservoir.** The test stand shall have a 200 gallon minimum capacity hydraulic oil reservoir. The test stand shall have a gauge for indicating the oil level in the reservoir and a temperature indicator. The test stand shall have a sump or other means to capture and return to the reservoir any oil released from hoses and the component being tested during the process of disconnecting the component from the test stand. The reservoir shall be accessible to allow cleaning of the interior of the hydraulic reservoir.

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If the test stand is designed with a separate (remote) hydraulic power supply, it is probable that the hydraulic power supply will be placed outdoors. The hydraulic power supply shall be designed to withstand expected climatic extremes encountered in Anniston, Alabama, such as freezing temperatures, hail, acid rain, etc.

3.4.10 Hydraulic Fluid Containment. The test stand shall include a fluid containment system capable of containing the maximum volume of hydraulic oil the test stand can hold (including oil in hoses and components under test) in case of a major fluid spill. In accordance with 40 CFR § 112, the containment system shall be constructed so that any discharge from a primary containment system, such as a reservoir or pipe, will not escape the containment system before cleanup occurs. The fluid containment system shall be easily accessible so that it may be emptied. If the fluid containment system extends beyond the outside boundaries of the test stand walls, it shall be covered in such a way as to prevent a tool from being dropped into or a person from stepping into the oil containment area.

3.4.11 Calibration. The test stand shall include a calibration procedure that provides step-by-step instructions throughout the calibration procedure. The procedure shall include a list of all test equipment required to perform test stand calibration. Any special adapters, fixtures, tooling, etc. required to perform calibration shall be provided with the test stand.

3.4.12 System of Units. The test stand shall display all units of measure in the U.S. Customary System of Units.

3.4.13 Utilities. The following utilities are available at the installation site:

Electrical: 3 Phase, 60 Hertz, 460 Volts
Shop Air: 90 PSI
Water 75 PSI

3.4.14 Drainage. The contractor shall place drain lines or tie into existing sanitary, storm, or industrial waste lines as required for the test stand. If the test stand requires connection to a waste line, the contractor shall be responsible for all work required to connect the test stand to the waste line. The contractor is responsible for ensuring that all test stand drain line connections meet all applicable environmental rules and regulations. All proposed drain connections must be submitted to the Government for review and approval within 60 days after award of contract.

3.4.15 Ergonomics. The test stand shall be ergonomically designed to prevent the occurrence of repetitive stress injuries.

3.4.16 Maintainability. The test stand shall be constructed using commercial off-the-shelf components to the maximum extent possible to ensure the availability of repair parts. The contractor shall provide information on the normal maintenance actions required for the test stand including type of maintenance, required interval, mean time to perform maintenance and number and skill of people required to perform the maintenance actions.

3.4.17 Construction. The test stand shall be constructed of corrosion resistant material to the maximum extent possible.

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3.4.18 **Nameplate.** A nameplate shall be attached to the test stand and shall contain, as a minimum, the following information:

- a. Nomenclature.
- b. Manufacturer's name.
- c. Serial number.
- d. Test stand model designation.
- e. Power input (volts, total amperes, phase, and frequency).
- f. Short-circuit/over current rating.
- g. Contract number or purchase order number.
- h. National stock number (if applicable).
- i. Date of manufacture.

3.4.19 **Lubrication Plate or Chart.** A lubrication plate or chart shall be attached to the test stand. The information provided on the plate or chart shall include:

- a. Points of lubricant application.
- b. Servicing interval.
- c. Type of lubricant(s) with SAE number or lubricant identifier.

3.4.20 **Environmental Compliance.** The test stand provided under this contract shall meet all applicable Environmental Protection Agency (EPA) restrictions in effect on the date of the contract. These regulations apply to the emission of materials hazardous to the environment or the user's health and shall be adhered to during the manufacture, service, transportation, storage and operation of the test stand.

3.4.21 **Recovered Materials.** The contractor is encouraged to use recovered materials to the maximum extent possible in accordance with Federal Acquisition Regulations (FAR).

4.0 Calibration. Upon completion of test stand installation (see section 5.0 herein) at ANAD, the contractor shall verify test stand calibration using the calibration procedure and test equipment provided with the test stand per paragraph 3.4.11 herein. Test stand calibration shall be performed by ANAD calibration personnel and verified by the contractor. Training for ANAD calibration personnel shall be provided (see requirements of paragraph 7.0 herein).

4.1 Performance Test. Upon completion of test stand calibration, the contractor shall demonstrate the test stand's ability to perform to the flow and pressure requirements of section 3.1 and perform manual testing. Manual testing shall be demonstrated on each of the components listed in Appendix 1 to this specification. See general performance requirements for these components in paragraph 10.0. One each of the components shall be Government Furnished Equipment (GFE) provided to the contractor during the design phase. During these tests, the contractor shall demonstrate proper operation of all test stand controls, functions and features. All tests shall be witnessed by the ANAD Contracting Officer or Contracting Officer's Representative. Should a test stand malfunction or failure occur during any test, the contractor shall correct the problem and repeat the complete test on that component.

4.2 Acceptance. Preliminary acceptance of the test stand shall consist of an inspection by the Contracting Officer's Representative (COR). The test stand shall be ready for the preliminary acceptance testing no later than 270 calendar days after contract award. The COR shall conduct an inspection of the test stand to verify that all requirements of this specification

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have been met. The inspection shall be conducted at the contractor's facility. The contractor shall be present, and shall be notified in writing if any deficiencies are discovered. The test stand shall not be shipped to Anniston Army Depot until successful completion of the inspection. Final acceptance testing shall be conducted at Anniston Army Depot in accordance with paragraph 4.1. The final acceptance test will be considered successful when the assemblies of paragraph 4.1 are tested with no failures, as evidenced by data recorded from the test stand gages and/or instrumentation. The Contracting Officer's Representative (COR) may give consideration to failures deemed unrelated to the test stand (i.e. acts of God, failure of the unit under test, etc.) or otherwise insignificant. However, the Contracting Officer or his/her designated representative shall have sole authority in resolving disputes that may arise from failures during the final acceptance test. The Government will accept the test stand only after the contractor successfully completes the requirements of paragraphs 4.0, 4.1, and 4.2 herein.

5.0 Installation and Delivery. The contractor shall be responsible for delivering and installing the proposed test stand in building 117 at Anniston Army Depot. Once the test stand is delivered to ANAD, the contractor shall have 30 calendar days to install the test stand and complete all test stand acceptance requirements per paragraph 4.2 herein. The training required per paragraph 7.0 herein shall commence immediately following acceptance of the test stand.

5.1 Delivery. The contractor shall be responsible for delivering the test stand to building 117 at Anniston Army Depot. The contractor shall notify the ANAD Contracting Officer at least 14 days before the test stand is to be shipped.

5.1.1 Shipping, Handling, and Storage. The contractor shall be responsible for all shipping, storage, and handling of the test stand and all materials. The Government shall not be responsible for furnishing any labor, equipment, or warehouse space for the loading, unloading, and storing of the test stand or any materials. There are no docks at building 117 for unloading the test stand from a trailer. If a dock is required for unloading the test stand, the test stand will have to be unloaded at building 513 at Anniston Army Depot and then transported to building 117 (a distance of approximately 1/2 mile). If the test stand is unloaded at building 513, the contractor will be responsible for all labor and equipment required to move the test stand to building 117.

5.2 Installation. The contractor shall be responsible for installing the test stand, including all labor and materials required for the complete installation. The contractor shall be responsible for insuring that the installation is compatible with existing facilities. Unless otherwise approved by the Contracting Officer, installation shall be done during normal depot working hours. The area near where the equipment is to be installed is in use for production operations. The contractor shall not interfere with ongoing Government operations and production unless authorized by the Contracting Officer. After installation is complete the test stand shall be ready for operation in accordance with the requirements herein.

SAFETY NOTE: Floor surfaces inside and outside building 117 near the installation site may be slippery due to leakage of hydraulic fluid from components being repaired in the shop. All contractor employees working in this area shall use extreme caution. Furthermore, eye, foot and hearing protection are required inside building 117 at the installation site. The contractor will be responsible for ensuring that all of its employees, as well as any subcontractors, are aware of these safety requirements and take the necessary precautions to ensure employee safety.

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5.2.1 **Installation Plan.** This document shall include the following information as a minimum:

- a. The contractor's plan for bringing the proposed test stand into the building.
- b. Estimated time required to install the proposed test stand.
- c. A drawing showing the layout of the proposed test stand in building 117 shall be provided to the Contracting Officer within 60 calendar days after award of contract. The drawing shall identify the major components of the test stand (i.e. operator's control console, fluid containment system, reservoir, etc.).
- d. A drawing showing the dimensions of the test stand and the locations and sizes of all utilities connections to the test stand.
- e. A drawing showing test stand drain line locations and how/where these will be connected to an existing drain line at the installation site (if applicable).

5.2.2 **Electrical.** All electrical work shall comply with American National Standards Institute (ANSI) Publication C2 – National Electric Safety Code, with National Fire Prevention Association (NFPA) Publication No. 70 – National Electric Code and with NFPA 70E: Standard for Electrical Safety in the Workplace. All materials used in the installation shall conform to applicable National Electrical Manufacturers Association (NEMA) and Underwriters Laboratory (UL) listings. Workmanship shall be in accordance with standard commercial practices. Runs shall be installed perpendicular and parallel to existing facilities and the equipment to be installed. When equipment is installed near existing power lines, equipment shall be located for proper clearances in accordance with ANSI C2. New equipment shall not be connected to Government power without prior approval of the Contracting Officer. No high voltage work will be accomplished without prior approval of the Contracting Officer. All connections to Government power and all high voltage work shall be performed in the presence of a qualified Government electrician.

5.2.3 **Plumbing.** All plumbing work shall comply with National Association of Plumbing-Heating-Cooling Contractors/American Society of Plumbing Engineers (NAPHCC/ASPE) Publication - National Standard Plumbing Code. All materials used in the installation of the equipment shall conform to industry standards and shall be compatible with and shall meet the performance requirements of the equipment being installed. Workmanship shall be in accordance with standard commercial practice. Runs shall be installed perpendicular and parallel with existing facilities and the equipment being installed. Bypasses shall not be installed at steam reducing stations. All heating coils shall be trapped independently. Unless otherwise specified, steam and condensate piping shall be insulated with 1-1/2 inch thick calcium silicate with aluminum cover for outside lines and 1-1/2 inch thick fiberglass with all service jacket for interior lines unless subjected to water or vapor.

5.2.4 **Concrete.** Concrete used in the installation of the equipment shall be Class A and shall have a minimum allowable compressive strength at 28 days of 3,000 PSI unless otherwise specified. Samples for concrete strength tests shall be provided, stored, and tested as directed. Unless otherwise specified, the contractor shall be responsible for the design of all concrete work, including formwork and reinforcing. Ready-mixed concrete shall be used and shall be delivered and discharged within 45 minutes after the introduction of water to the cement and aggregate. Placing of concrete shall conform to Chapter 4 of the American Concrete Institute Standard ACI 318. Workmanship shall be in accordance with standard commercial practice.

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5.2.5 **Trades.** Coordination of trades (Electricians, Plumbers, etc) installing the equipment shall be the responsibility of the contractor.

5.2.6 **Foundation Hardware.** All foundation hardware required for installation of the test stand shall be furnished by the contractor and included in the bid price.

5.2.7 **Utilities.** The contractor will be responsible for making all test stand utilities connections.

5.2.8 **Equipment Protection.** The contractor shall protect the surrounding shop area and equipment near the installation site from damage due to dust, debris, etc., during the installation.

6.0 **Documentation.** The contractor shall provide documentation with the test stand as specified in paragraph 6.1 herein and on the attached DD Form 1423. The contractor shall provide four electronic copies of all documentation. The electronic documentation shall be provided on compact discs (CD-ROMs). Electronic copies of the documentation shall be in Microsoft Office format (Word, Excel) or Adobe Portable Document Format (PDF). Drawings and schematics may be provided in PDF, AutoCAD (.dwg) or Microstation (.dgn) format.

6.1 **Content.** The documentation shall include four copies of the following: operator's manuals, maintenance manuals, calibration specifications/procedures, catalogs, fabrication drawings for fixtures/tooling not commercially available, and spare parts lists. Maintenance manuals shall include electrical, hydraulic, and pneumatic schematics, as applicable, detailed lockout/tag out procedures, parts lists, troubleshooting procedures, preventive maintenance requirements, lubrication schedule and any other maintenance procedures normally provided by the manufacturer. Schematics shall show and identify all parts down to and including components on printed circuit boards. Catalogs shall fully describe all special tooling, fixtures and attachments available for the equipment being furnished. The recommended spare parts lists shall be complete with part numbers and descriptions, required quantities, prices, recommended supply source, and estimated delivery time for the items. In addition, any other commercial vendor literature normally furnished with the test stand shall be provided. All documentation shall be furnished in the English language.

7.0 **Training.** The contractor shall provide 3 days total of training for the operation, maintenance, and calibration of any equipment provided by the contractor, and shall be conducted immediately upon conclusion of all acceptance testing. Training shall be conducted at Anniston Army Depot, Anniston, Alabama during normal depot working hours and on consecutive days, if possible, for a maximum of 10 Government personnel. All training shall be provided in the English language.

8.0 **Warranty.** The test stand shall be covered by a warranty. The warranty period shall begin the day following Government acceptance of the test stand. During the warranty period, the contractor shall be responsible for all costs, including parts, labor, travel and lodging, required to complete repairs of any defects in test stand parts or workmanship. The contractor shall respond to requests for warranty service within 48 hours after requests.

8.1 **Warranty Period.** As a minimum, the test stand shall be covered by a 1-year warranty as specified in paragraph 8.0 above.

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9.0 Safety Practices and Guidelines. The Contractor shall conform to all federal OSHA standards applicable to the work performed and all safety practices and guidelines contained within this Statement of Work. Contractor shall strictly adhere to the contract clause entitled "Accident Prevention", Army Material Command (AMC) Regulation (R) 385-100, Safety and Occupational Health Regulation ANADR 385-1, Engineering Manual (EM) 385-1-1, 29 Code of Federal Regulations (CFR) 1926/1910, other related Department of Transportation (DOT) Regulations (49 CFR), and all local policies.

If a contractor employee is observed performing an activity in a manner inconsistent with any of the above cited regulations or is engaged in any activity that is dangerous to life, limb, or government property, the ANAD Safety Representative shall have the authority to notify the employee and/or the contractor's on-site supervisor of the hazardous activity and require correction of the hazardous activity. This authority does not preclude the Safety Representative from notifying the Contracting Officer's Representative of the hazardous condition or safety violation in appropriate situations.

If necessary, the ANAD Safety Representative shall have the authority on behalf of the Contracting Officer to require the contractor and/or its employee to stop the hazardous activity until corrective action is taken to eliminate a hazardous condition or safety violation. Said action shall not be considered to be the basis of a claim and shall be at no cost to the Government.

Contractor will notify ANAD Safety Office immediately of Reports of Inspections and/or Notices of Violation or other enforcement actions (including warning letters) received from by local, State, and Federal Regulators in which the violation is attributed to the action of the contractor or its subcontractors while working or providing services on ANAD installation. Contractor will provide ANAD with a copy of the Inspection Report, Notice of Violation or other enforcement action, and all supporting documentation.

10.0 Typical component performance requirements. (See Appendix 1 for detailed drawings)

Hydraulic Power Pack Assembly (12282832)

At 1600 +0/-50 PSIG, with 24.0 +5/-0 VDC applied, and at 90° +/-5°F, the minimum flow and maximum amperage requirements shall fall on or below the curve in Figure 4 of 122882834. This curve ranges from approximately 1.13 GPM at approximately 57.5 amperes, up to a maximum of approximately 1.25 GPM at approximately 62 amperes.

Valve (9377604)

With pressure increasing from 0 PSIG at port P1, at 1250 PSIG at P1 and 0 PSIG at P2, the flow shall be less than 0.5 GPM. With 1450 +/- 50 PSIG at P1 and 0 PSIG at P2, the flow shall be 1.25 GPM minimum. With pressure applied to port P2, flow from P2 to P1 shall be 1 GPM minimum at 25 +/-5 PSID.

Pump, hydraulic (13211E3126)

Required characteristics:

Pump delivery: 31.5 GPM @ 1800 RPM

Working pressure: 3800 PSI

Hydraulic fluid: MIL-PRF-46170C

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Fluid temperature: 180°F +/- 5°

Hydraulic actuator, ammo door (12310541)

Hydraulic fluid: MIL-PRF-46170C

Fluid temperature: 150°F +/- 25°

Proof Pressure: 2500 PSIG

Burst Pressure: 4000 PSIG

Operating Pressure: 1650 +/-50 PSIG

Static seals: No leakage is permitted at body seals when either port M1 and/or M2 is pressurized to 1650 +/-50 PSIG and held for three minutes.

Dynamic seals: With port M1 or M2 pressurized to 1650 +/-50 PSIG, no flow from the opposite port shall be allowed. Up to 2 CC shall be allowed in three minutes at 150°F +/- 50°.

Rod seal: Cumulative leakage shall not exceed a slight wetting of the external surface (insufficient to form a drop) per 25 full travel cycles at 2500 and 200 PSIG and at 150°F.

Cushioning requirements: Piston cushioning to decelerate a 270 lb. mass (attached to the piston rod) from 25 IN/Sec minimum to 10 IN/SEC maximum within specified distance at either end of stroke with 1650 +/-50 PSIG system pressure and at 150°F +/- 25° oil temperature.

END OF STATEMENT OF WORK.

PERSONAL DATA QUESTIONNAIRE - (See AR 380-67 for use of this form; proponent is SIOAN-LE)

| | | | | | | | |
|---|------------|---|-----------------------|--|---------------------------------|-------------------------|-----------------------|
| CONTRACTOR COMPANY NAME (Prime) | | | | | | WORK PHONE | |
| SUBCONTRACTOR NAME | | | | CONTRACT NUMBER | | CONTRACT EXPIRES | |
| INDIVIDUAL'S NAME (First name, Middle name, Last name) ***** NO INITIALS ***** | | | | | | SSN | |
| OTHER NAMES USED (INCLUDE FORMER MARRIED NAMES) | | | | | | TYPE BADGE/AREA: | |
| DATE OF BIRTH | | | PLACE OF BIRTH | | | CITIZENSHIP | |
| MONTH | DAY | YEAR | CITY | COUNTY | STATE | | |
| *** NOTE *** IF YOU WERE BORN OUTSIDE OF THE UNITED STATES, YOU MUST FURNISH PROOF OF U.S. CITIZENSHIP UPON SUBMISSION OF THIS FORM TO THIS INSTALLATION. PROOF OF U.S. CITIZENSHIP MUST BE SUBMITTED <u>IN PERSON</u> BY THE INDIVIDUAL, ALONG WITH THIS FORM, TO THE OPERATIONS OFFICE, SECURITY MANAGEMENT DIVISION, DLES, LOCATED IN ROOM 10, BUILDING 53. | | | | | | | |
| PHYSICAL DESCRIPTION | | | COLOR EYES | COLOR HAIR | HEIGHT | WEIGHT | SEX |
| | | | | | | | RACE |
| DRIVERS LICENSE NO. | | STATE OF ISSUE | | O R | STATE IDENTIFICATION NO. | | STATE OF ISSUE |
| | | | | | | | |
| ADDRESSES FOR THE PAST FIVE (5) YEARS, INCLUDING PRESENT ADDRESS: (STREET, CITY, COUNTY, STATE) | | | | | | | |
| 1. | | | | 4. | | | |
| | | | | | | | |
| 2. | | | | 5. | | | |
| | | | | | | | |
| 3. | | | | 6. | | | |
| | | | | | | | |
| AUTHORITY: Internal Security Act of 1950 (50 USC 797); Executive Order 9397. PRINCIPAL PURPOSE: To document information necessary for selection, assignment or termination for persons desiring entry to all, or parts, of Anniston Army Depot or other military installations. ROUTINE USES: The information provided will be furnished to the Directorate of Law Enforcement and Security at Anniston Army Depot; to officials within the Department of Defense who have a need for it to perform official business; and to Federal, State, or local agencies that maintain civil, criminal, or law enforcement information. NATURE OF DISCLOSURE: Disclosure of the requested information is voluntary. Failure to provide the information, however, may result in being denied unescorted access to the installation. | | | | | | | |
| LEGAL SIGNATURE OF INDIVIDUAL REQUESTING ACCESS: | | | | | | DATE | |
| | | | | | | | |
| ***** CERTIFICATION ***** I certify that the individual named above is, in fact, an employee of the company as listed above. I understand that a knowing and willful false statement can be punished by fine or imprisonment, or both. (U.S. Code, Title 18 USC 1001) | | | | | | | |
| SIGNATURE OF AUTHORIZED PERSONNEL/REPRESENTATIVE | | | | | | DATE | |
| | | | | | | | |
| DO NOT WRITE BELOW THIS LINE | | | | | | | |
| DISAPPROVED | | SIGNATURE OF DISAPPROVING OFFICIAL | | | | DATE | |
| | | | | | | | |
| APPROVED | | | | NO DRIVING PRIVILEGES | | | |
| _____ PHOTOGRAPHIC BADGE _____ NON-PHOTOGRAPHIC BADGE - NO ESCORT REQUIRED _____ NON-PHOTOGRAPHIC BADGE - ESCORT REQUIRED | | | | Have individual report to the DLES-SM-0 PRIOR to issuance of a badge. | | | |
| SIGNATURE OF APPROVING OFFICIAL | | | | | | DATE | |
| | | | | | | | |

EVIDENCE OF AUTHORITY TO SIGN OFFERS

Reference the solicitation provision in Section I entitled "Signature Authority." Evidence of the authority of individuals signing offers to submit firm offers on behalf of the Offeror is required except for the owner in the case of sole proprietorships. When Contractor is a corporation, complete this certificate.

CERTIFICATE OF CORPORATE OFFICIAL/AGENT'S AUTHORITY TO BIND CORPORATION

I, _____, Secretary of _____
 _____, a corporation created and organized under the law of the State of _____
 _____, do hereby certify that _____ is an official/agent
 of said corporation and is empowered to represent, bind and execute contracts on behalf of said corporation,
 subject to the following limitations: _____.
 (if none, so state)

Witness my hand and the corporate seal of said corporation this _____ day of _____, 19____.

(CORPORATE SEAL)

 Secretary

When Contractor is a Partnership, Unincorporated Firm or a Corporation for which completion of the first statement would be impracticable, complete this certificate:

CERTIFICATE OF AUTHORITY TO BIND PARTNERSHIP

We, the undersigned, comprising the total membership of _____
 _____, a partnership/unincorporated firm doing business
 at _____
 _____,
 do hereby certify that _____ is a

 of said firm and is empowered to represent, bind, and execute contracts on behalf of said partnership/
 unincorporated firm.

Witness our signatures, this _____ day of _____, 19____.

Members of Partnership/Unincorporated Firm:

Contractor Request For Waiver For Non-EPA Comprehensive Guideline Items¹

Contract No. _____

This form is to be completed by the contractor when items subject to ANAD's Affirmative Procurement (AP) Policy are not purchased. This form is required for all contracts (including services using such items). **NOTE: The Contractor must obtain signature of the Contracting Officer indicating concurrence of the waiver.**

INSTRUCTIONS

1. List the EPA Guideline item(s)¹ not procured, check the appropriate justification(s), provide a written explanation, and sign and date the form.
2. **Obtain Contracting Officer for waiver concurrence.**
3. Submit the original approved form to the Directorate of Contracting and retain copy for Contractor files.
4. The Contracting Officer will provide a copy of the completed signed form to the Directorate of Risk Management Pollution Prevention Program Manager.

EPA Guideline item not purchased below [refer to EPA Guideline Items¹ list]:

Products containing recovered materials and meeting ANAD's AP standards for the above EPA Guideline Items¹ were not obtained because items:

- _____ Do not meet all reasonable performance specifications.
- _____ Are not available within a reasonable period of time.
- _____ Use of minimum content standards would result in inadequate competition.
- _____ Products containing recovered materials would require paying a price premium.

5. Written Justification For Not Purchasing EPA Guideline Items¹ (continue on back if necessary):

Contractor Signature

Date

6. **CONCURRENCE** _____ **DATE** _____
Contracting Officer

7. **DATE SUBMITTED TO POLLUTION PREVENTION MANAGER** _____

¹ – Also referred to as recovered material content items

Justification For Not Purchasing EPA Guideline Items¹
(cont'd from front)

¹ – Also referred to as recovered material content items

List of Designated Recovered Materials Content Products

| | |
|--|---|
| Paper and Paper Products <ul style="list-style-type: none"> • Printing and writing paper • Newsprint • Commercial sanitary tissue products • Paperboard and packaging products • Miscellaneous papers | Transportation Products <ul style="list-style-type: none"> • Channelizers • Delineators¹ • Flexible delineators • Parking stops • Traffic barricades • Traffic cones |
| Vehicular Products <ul style="list-style-type: none"> • Engine coolants • Re-refined lubricating oils • Retread tires | Landscaping Products <ul style="list-style-type: none"> • Garden and scaker hoses • Hydraulic mulch • Lawn and garden edging • Yard trimmings compost • Food waste compost • Landscaping timbers and posts (plastic lumber) |
| Construction Products <ul style="list-style-type: none"> • Building insulation products • Laminated paperboard • Structural fiberboard • Floor tiles (heavy duty or commercial) • Patio blocks • Carpet • Cement and concrete containing fly ash • Cement and concrete containing ground granulated blast furnace slag • Shower and restroom dividers/partitions • Consolidated and reprocessed latex paint • Carpet cushion • Flowable fill • Railroad grade crossings/surfaces | Non-Paper Office Products <ul style="list-style-type: none"> • Binders (paper, plastic covered) • Office recycling containers • Office waste receptacles • Plastic desktop accessories • Plastic envelopes • Plastic trash bags • Printer ribbons • Toner cartridges • Binders (solid plastic) • Plastic clipboards • Plastic clip portfolios • Plastic file folders • Plastic presentation folders |
| Miscellaneous Products <ul style="list-style-type: none"> • Pallets • Sorbents • Awards and plaques • Industrial drums • Mats • Signage • Strapping and stretch wrap | Park and Recreation Products <ul style="list-style-type: none"> • Plastic fencing (used for erosion control or as a safety barrier at construction sites) • Playground surfaces • Running tracks • Park and recreational furniture • Playground equipment |

List reflect EPA's changes effective as of January 2001

Refer to EPA's Comprehensive Procurement Guideline website for recovered materials content levels - www.epa.gov/cpg.

**CONTRACTOR AFFIRMATIVE PROCUREMENT REPORT FORM FOR
ESTIMATION OF RECOVERED MATERIAL CONTENT LEVELS
FOR EPA DESIGNATED ITEMS
(PER EXECUTIVE ORDER 13101)**

CONTRACTOR: _____

CONTRACT/DO #: _____

BLDG # (if applicable): _____

PROJECT MANAGER: _____

INSTRUCTIONS

1. Use this form to document estimation of recovered material content levels per FAR provision 52.223-9, "Certification and Estimate of Percentage of Recovered Material for EPA Designated Items."
2. Complete the table below for those EPA Designated Items used in performance of work under this contract/delivery order that met or exceeded the minimum materials content levels (see 2nd column in table below). Provide the actual recovered material content (if different from 2nd column) and quantity for these items in the appropriate column, if available.
3. Mark each line with "N/A" for those item/s not used in the performance of this contract/delivery order.
4. Note any exemptions in 5th column for each item for which a Contractor Waiver Form was previously submitted.
5. Submit to the Contracting Officer at the completion of the contract.

| RECYCLED OR RECOVERED PRODUCT | TOTAL RECOVERED MATERIALS CONTENT (RMC) | ACTUAL RMC (%) | QUANTITY USED | EXEMPTION (1,2,3) |
|--|--|-------------------|------------------|----------------------|
| Rock Wool Insulation | 75% | | | |
| Fiberglass Insulation | 20-25% | | | |
| Cellulose loose fill/Spray-on Insulation | 75% | | | |
| Perlite Composition Board Insulation | 23% | | | |
| Plastic Rigid Foam Insulation | 9% | | | |
| Plastic Foam In Place Insulation | 5% | | | |
| Plastic Foam, Glass Fiber Reinforced Insulation | 6% | | | |
| Phenolic Rigid Foam Insulation | 5% | | | |
| Structural Fiber Board | 80-100% | | | |
| Laminated Paper Board | 100% | | | |
| Cement/Concrete (FLYASH) | See www.epa.gov/cpg | | | |
| High Fly Ash Flowable Fills | 95% | | | |
| Low Fly Ash Content Flowable Fill | 6-14% | | | |
| Carpet (PET) | 25-100% | | | |
| Bonded polyurethane Carpet Cushion | 15-50% | | | |
| Jute Carpet Cushion | 40% | | | |
| Synthetic fibers Carpet Cushion | 100% | | | |
| Rubber Carpet Cushion | 60-90% | | | |
| Rubber Plastic Patio Blocks | 90-100% | | | |
| Rubber or Plastic Floor Tile | 90-100% | | | |
| Steel Restroom Divider/Partition | 15% | | | |
| Plastic Restroom Divider/Partition | 20-100% | | | |

Attachment 6

| RECYCLED OR RECOVERED PRODUCT | TOTAL RECOVERED MATERIALS CONTENT (RMC) | ACTUAL RMC (%) | QUANTITY USED | EXEMPTION (1,2,3) |
|---|---|----------------|---------------|-------------------|
| Concrete Railroad Crossing | 15-20% | | | |
| Rubber Railroad Crossing | 85-95% | | | |
| Steel Railroad Crossing | 25-30% BOF/100%EAF2 | | | |
| Traffic cones made from PVC, LDPE, crumb Rubber | 50-100% | | | |
| Traffic Barricades (Type I and II only) made from HDPE, LDPE, PET, steel, fiberglass | 100% | | | |
| Channelizers, Plastic | 25-95% | | | |
| Channelizers, rubber base | 100% | | | |
| Delineators, plastic | 25-90% | | | |
| Delineators, rubber base | 100% | | | |
| Delineators, steel base | 25-50% | | | |
| Flexible plastic delineators | 25-85% | | | |
| Parking Stops, Plastic or Rubber | 100% | | | |
| Parking Stops, Concrete containing coal fly ash | 20-40% | | | |
| Parking Stops, Concrete containing Ground-Granulated Blast Furnace Slag | 25-70% | | | |
| Playground Surfaces, including rubber or plastic | 90-100% | | | |
| Plastic Fencing for use to control snow, drifting Sand, or as a safety barrier | 90-100% | | | |
| Running Tracks. Including rubber or plastic | 90-100% | | | |
| Plastic Park benches and Picnic Tables | 100% | | | |
| Plastic composite Park benches and Picnic Tables | 100% | | | |
| Aluminum Park benches and Picnic Tables | 25% | | | |
| Concrete Park benches and Picnic Tables | 15-40% | | | |
| Steel Park benches and Picnic Tables | 25-30% BOF/100%EAF | | | |
| Plastics Playground Equipment | 100% | | | |
| Plastic Composites Playground Equipment | 95-100% | | | |
| Steel Playground Equipment | 25-30% BOF/100% EAF | | | |
| Aluminum Playground Equipment | 25% | | | |
| Garden hose, rubber or plastic | 60-65% post consumer materials | | | |
| Soaker hose, rubber or plastic | 60-70% post consumer materials | | | |
| Lawn/garden edging, plastic or rubber | 30-100% | | | |
| Paper-based hydraulic mulch | 100% | | | |
| Wood-based hydraulic mulch | 100% | | | |
| Compost Purchase or use compost made from yard trimmings, leaves, grass clippings, and food waste | 100% | | | |
| HDPE lumber timbers and posts | 75-100% | | | |

Attachment 6

| RECYCLED OR RECOVERED PRODUCT | | TOTAL RECOVERED MATERIALS CONTENT (RMC) | ACTUAL RMC (%) | QUANTITY USED | EXEMPTION (1,2,3) |
|--|--|---|----------------|---------------|-------------------|
| Mixed plastics/Sawdust lumber timbers and posts | | 100% | | | |
| HDPE/Fiberglass lumber timbers and posts | | 95% | | | |
| Other mixed resins lumber timers and posts | | 95-100% | | | |
| Latex Paint; white, off-white or pastel colors | | 20% | | | |
| Latex Paint; gray, brown, earth-tones, other dark colors | | 50-99% | | | |
| Consolidated Latex Paint (when color and performance doesn't matter) | | 100% | | | |
| Plastic Non-road Signs | | 80-100% | | | |
| Aluminum Signs | | 25% | | | |
| Plastic Sign Posts and Supports | | 80-100% | | | |
| Steel Sign Posts and Supports | | 25-30% BOF/100%EAF | | | |
| Awards and Plaques | Glass | 75-100 | | | |
| | Wood | 100% | | | |
| | Paper | 40-100 | | | |
| | Plastic and Plastic/ Wood Composite | 50-100 | | | |

The following exemptions may apply to the non-procurement of recycled/recovered content materials:

1. The product is not available from a sufficient number of sources to maintain a sufficient level of competition (i.e., available from two or more sources) or is not available a reasonable price.
2. The product is not available within a reasonable period of time.
3. The product does not meet the performance standards in applicable specifications to fails to meet reasonable performance standards of the agency.

CERTIFICATION

I hereby certify the Statement of Work/Specifications for the requisition/procurement of all materials listed on this form comply with EPA standards for recycled/recovered materials content.

CONTRACTOR

DATE

Attachment 6

| CONTRACT DATA REQUIREMENTS LIST | | | | | | Form Approved OMB No. 0704-0188 | |
|--|--|---|--|---|--------------------------------------|------------------------------------|--|
| Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E. | | | | | | | |
| A. CONTRACT LINE ITEM NO. | | B. EXHIBIT | | C. CATEGORY TDP _____ TM _____ OTHER _____ | | | |
| D. SYSTEM/ITEM | | E. CONTRACT/PR NO. | | F. CONTRACTOR | | | |
| 1. DATA ITEM NO. A001 | | 2. TITLE OF DATA ITEM Commercial-Off-the-Shelf (COTS) Manuals | | | 3. SUBTITLE | | |
| 4. AUTHORITY (Date Acquisition Document No.) DI-TMSS-80527 | | 5. CONTRACT REFERENCE Section C, paragraph 6.1 | | | 6. REQUIRING OFFICE AMSTA-AN- PWS | | |
| 7. DD 250 REQ | | 9. DIST STATEMENT REQUIRED | | 10. FREQUENCY 1 | | 12. DATE OF FIRST SUBMISSION | |
| 8. APP CODE AN070161 | | 11. AS OF DATE 365 days ADC | | 13. DATE OF SUBSEQUENT SUBMISSION | | 14. DISTRIBUTION | |
| 16. REMARKS Contractor to furnish standard manuals which have been modified to include all requirements of paragraph 6.1. | | | | a. ADDRESSEE | | b. COPIES | |
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| | | | | 15. TOTAL → | | | |
| 1. DATA ITEM NO. A002 | | 2. TITLE OF DATA ITEM Commercial Drawings and Associated Lists | | | 3. SUBTITLE | | |
| 4. AUTHORITY (Date Acquisition Document No.) DI-SESS-81003B | | 5. CONTRACT REFERENCE Section C, paragraph 6.1 | | | 6. REQUIRING OFFICE AMSTA-AN- PWS | | |
| 7. DD 250 REQ | | 9. DIST STATEMENT REQUIRED | | 10. FREQUENCY 1 | | 12. DATE OF FIRST SUBMISSION | |
| 8. APP CODE AN070161 | | 11. AS OF DATE 365 days ADC | | 13. DATE OF SUBSEQUENT SUBMISSION | | 14. DISTRIBUTION | |
| 16. REMARKS Included as part of A001. | | | | a. ADDRESSEE | | b. COPIES | |
| | | | | Draft | | Final | |
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| 15. TOTAL → | | | | 4 | | | |
| G. PREPARED BY Brice Williamson | | H. DATE 10 APRIL 2007 | | I. APPROVED BY James T. Spivey | | J. DATE 4/20/2007 | |

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| 17. PRICE GROUP |
| 18. ESTIMATED TOTAL PRICE |

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| 17. PRICE GROUP |
| 18. ESTIMATED TOTAL PRICE |

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| CONTRACT DATA REQUIREMENTS LIST | | | | | | Form Approved OMB No. 0704-0188 | |
| Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E. | | | | | | | |
| A. CONTRACT LINE ITEM NO. | | B. EXHIBIT | | C. CATEGORY TDP _____ TM _____ OTHER _____ | | | |
| D. SYSTEM/ITEM | | E. CONTRACT/PR NO. | | F. CONTRACTOR | | | |
| 1. DATA ITEM NO. A003 | 2. TITLE OF DATA ITEM Special Inspection Equipment Calibration | | | 3. SUBTITLE | | | |
| 4. AUTHORITY (Date Acquisition Document No.) DI-QCIC-81007 | | 5. CONTRACT REFERENCE Specification, paragraph 6.1 | | 6. REQUIRING OFFICE AMSTA-AN-PWS | | | |
| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY 1 | 12.DATE OF FIRST SUBMISSION | 14. DISTRIBUTION | | | |
| 8. APP CODE AN070161 | | 11. AS OF DATE 365 days ADC | 13. DATE OF SUBSEQUENT SUBMISSION | a. ADDRESSEE | | b. COPIES | |
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| 16. REMARKS Included as part of A001 | | | | | | | |
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| 4. AUTHORITY (Date Acquisition Document No.) | | 5. CONTRACT REFERENCE | | 6. REQUIRING OFFICE | | | |
| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY 1 | 12.DATE OF FIRST SUBMISSION | 14. DISTRIBUTION | | | |
| 8. APP CODE | | 11. AS OF DATE | 13. DATE OF SUBSEQUENT SUBMISSION | a. ADDRESSEE | | b. COPIES | |
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| 16. REMARKS | | | | | | | |
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| G. PREPARED BY Brice Williamson | | H. DATE 4/17/2007 | | I. APPROVED BY James T. Spivey | | J. DATE 4/20/2007 | |

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| 17. PRICE GROUP |
| 18. ESTIMATED TOTAL PRICE |

| DATA ITEM DESCRIPTION | | | Form Approved OMB No. 0704-0188 | |
|---|---|----------------------|--|--|
| Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. | | | | |
| 1. TITLE Commercial Off-the-Shelf (COTS) Manual and Associated Supplemental Data | | | 2. IDENTIFICATION NUMBER DI-TMSS-80527A | |
| 3. DESCRIPTION / PURPOSE A COTS manual contains technical information on the assembly, installation, operation, parts, and maintenance of commercial equipment. this type of manual is published by the manufacturer and furnished to the purchaser usually at no cost. | | | | |
| 4. APPROVAL DATE (YYMMDD) 052197 | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) A/AMXLS-AP | 6a. DTIC APPLICABLE | 6b. GIDEP APPLICABLE | |
| 7. APPLICATION / INTERRELATIONSHIP 1. This data item is invoked when it has been determined that the manufacturer's manual is acceptable, as published or with minor changes, for Government use. 2. This data item description is to be used to acquire acceptable commercial off-the-shelf manuals or to acquire supplemental data. 3. This data item description supersedes DI-TMSS-80527 and DI-TMSS-80528. | | | | |
| 8. APPROVAL LIMITATION | | 9a. APPLICABLE FORMS | 9b. AMSC NUMBER A7233 | |
| 10. PREPARATION INSTRUCTIONS 1. The manual shall contain all technical information on the assembly, installation, operation, parts, and maintenance of commercial equipment. 2. The manual may be supplemented with existing data to comply with the contract. 3. The basic manual shall be in the contractor's format. Supplemental data shall be in the format specified by the contracting activity. MIL-HDBK-1221 may be used as guidance. 4. The manual and supplemental data shall be clearly legible and on paper of sufficient quality for long term use. | | | | |
| 11. DISTRIBUTION DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited. | | | | |

DATA ITEM DESCRIPTION

Title: COMMERCIAL DRAWINGS AND ASSOCIATED LISTS

Number: DI-SESS-81003B

Approval Date: 20011214

ASMC Number: A7432

Limitation:

DTIC Applicable:

GIDEP Applicable:

Office of Primary Responsibility: AR

Applicable Forms:

Use/relationship: Commercial Drawings and Associated Lists define commercial items acquired by the Department of Defense.

- a. This Data Item Description (DID) contains the format and content preparation instructions for Commercial Drawings and Associated Lists resulting from the work task described in 3.6.4 of MIL-DTL-31000B.
- b. This DID is applicable to acquisitions of military systems, equipment, and components. Its use is limited by the requirements of the Defense Federal Acquisition Regulation Supplement, Subpart 227. Before acquiring Commercial Drawings and Associated Lists, the acquiring activity should evaluate the contractor's drawing package and engineering documentation practices to determine if the data will be satisfactory for the Government's intended uses.
- c. This DID should be tailored to the minimum data requirements of the applicable contract or purchase order.
- d. This DID supersedes DI-DRPR-81003A, which superseded DI-DRPR-81003 and DI-CMAN-80784.
- e. This DID is related to DI-SESS-81000B, DI-SESS-81001B, and DI-SESS-81002B.

Requirements:

1. Reference Documents. The applicable issue of documents cited herein, including their approval dates and the dates of applicable amendments, notices, and revisions, shall be as cited in the contract.
2. General. Commercial Drawings and Associated Lists shall be in accordance with MIL-DTL-31000B and the TDP Option Selection Work Sheet incorporated into the contract or purchase order.
3. Format. Drawings and associated lists shall be in the contractor's or original supplier's format.
4. Content. Commercial Drawings and Associated Lists shall provide sufficient information to permit Government maintenance, modification, and engineering analysis of commercial items.

**PAST PERFORMANCE EVALUATION PLAN
UNIVERSAL HYDRAULIC TEST STAND**

| | * Neutral | Poor | Good | Excellent |
|------------------------|---|--|--|---|
| Quality | There is no relevant information. | High Risk that there will be quality issues with the test stand | Moderate Risk that there will be quality issues with the test stand | Low Risk that there will be quality issues with the test stand |
| Schedule | There is no meaningful relevant record of past performance. | High Risk that there will be Schedule issues with the test stand | Moderate Risk that there will be Schedule issues with the test stand | Low Risk that there will be Schedule issues with the test stand |
| Maintainability | There is no meaningful relevant record of past performance. | High Risk that there will be Maintenance issues with the test stand. | Moderate Risk that there will be Maintenance issues with the test stand. | Low Risk that there will be Maintenance issues with the test stand. |

*** Offerors with no relative past performance will receive a neutral rating. Relevant experience is experience that is directly related to designing/building hydraulic test stands.**

Evaluation Criteria for Award Universal Hydraulic Test Stand

A single contract award is anticipated to that source whose proposal represents an acceptable technical approach and otherwise provides, in the Government's judgment, the most advantageous and realistic proposal considering both non-price and price factors. The following factors shall be used to evaluate the offers:

- 1) Past Performance
- 2) Technical
- 3) Price

A best value "trade-off" evaluation will be performed to determine which proposal is considered to be the most beneficial to the Government with appropriate consideration given to three (3) evaluation factors: Past Performance, Technical, and Price. The factors are listed in decreasing order of importance with Past Performance being slightly more important than Technical, and Technical being slightly more important than Price. Past Performance and Technical, when combined, are moderately more important than Price. The Government will weigh the evaluated proposal of the non-price factors against the evaluated price to select the offer that represents the best overall value. As part of this tradeoff determination, the relative advantages, disadvantages, and risks of each proposal shall be considered.

Past Performance (from 52.0000-4708: Past Performance Proposal and Evaluation Information)

1. The government will conduct a performance risk evaluation based upon the past performance of offerors and proposed major subcontractors as it relates to the probability of successfully performing the solicitation requirements.
2. Offeror shall submit with proposal the information listed below for RELEVANT PAST PERFORMANCE ON THREE (3) CONTRACTS performed within the past five (5) years prior to closing of this solicitation. For services, contractor shall have performed under each contract for a minimum of one (1) year within the past five (5) years. Each contract cited may be ongoing or complete provided it meets the one year performance criteria. For equipment or supplies, contractor shall have completed each contract within the past five (5) years.
3. For each contract, provide:
 - a. A description of your contract or subcontract (government or commercial). Government contracts are defined as those with the Federal government and agencies of state and local governments.
 - b. Name of contracting activity/commercial firm.
 - c. Contract Number.
 - d. Contract type (fixed price or cost reimbursable).
 - e. Total contract value.
 - f. Description of work/NSN, Part Number, Nomenclature.
 - g. Contracting officer/ contract manager/ technical POC, telephone number, and email address.
 - h. Administrative contracting officer, if different from g. above, telephone number, and email address.
 - i. A brief summary of work performed under each contract cited.
 - j. Explanation of why contract or subcontract is considered relevant to proposed acquisition. If only a portion of cited contract is relevant, include in your explanation.
 - k. Information on problems encountered on the contract and actions taken to correct problems identified.
4. If offeror proposes use of major subcontractor(s) in performance of resultant contract, provide a description of the work to be performed by each major subcontractor and the information specified above for each subcontractor identified as relevant to the work to be performed by the subcontractor.
5. "Relevant past performance" is defined as performance similar in nature and in scope to work required by this acquisition. The government will screen contract information provided by offeror and will remove from consideration those contract references that are clearly unrelated to the type of effort sought.
6. The government will consider this information in its evaluation of performance risk for offeror and proposed major subcontractors. The government will make a reasonable effort to consider information on the contracts cited for offeror and for each major subcontractor.

a. The government reserves the right to evaluate fewer than three (3) contracts for any contractor should we be unsuccessful in obtaining required information from sources cited. In that case, contractor (or subcontractor) will be evaluated on the information available.

b. Should the government receive information on more than three (3) contracts, selection of those to be considered in evaluation will be based on the criteria stated previously.

7. The government reserves the right to consider information from other sources in its evaluation.

8. See separate evaluation clause for specific factors, rating criteria, and relative importance of past performance evaluation for this acquisition.

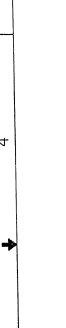
Technical: The Offeror shall provide technical information sufficient to describe in detail (addressing each requirement,) how the test stand complies with the "Description/Work Statement/Specification for Universal Hydraulic Test Stand" paragraphs 1.0, 3.1 thru 3.1.6.3, 3.3.10, 3.4.6 thru 3.4.6.2, 5.2.1, 8.0, and 8.1. The Technical evaluation will be an evaluation of the following subfactors: (a) Design (paragraphs 1.0, 3.1 thru 3.1.6.3, 3.3.10, 3.4.6 thru 3.4.6.2, 5.2.1, 8.0, and 8.1); (b) Warranty (paragraphs 8.0, 8.1), and (c) Work Plan. Proposals shall include a Work Plan that identifies and explains plans and milestones for successful completion of all aspects of the statement of work. Proposals shall be referenced and organized according to the Statement of Work.

Price: Price will be evaluated on reasonableness. Price may be controlling when: (a) proposals are considered approximately equal in Past Performance and Technical; or (b) Technical and Past Performance advantages of a proposal are not considered sufficient to outweigh the disadvantage of a higher price. An unaffordable proposal may be removed from consideration for award.

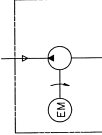
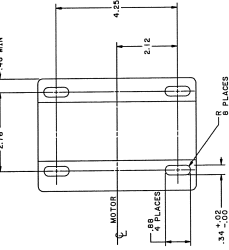
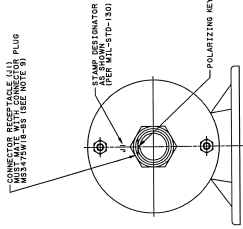
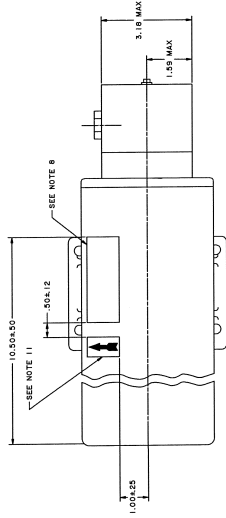
The Government reserves the right to make an award without discussions.



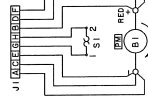
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- NOTE:
1. SEE PERFORMANCE REQUIREMENTS
2. POSITIVE TERMINAL INDICATED
NO. 1118 OF FED-STD-595 COLOR
3. SPECIFIC MATERIALS AND FINISHES PER
SPEC MIL-STD-130C, WHICH ARE REQUIRED FOR
12282832
4. QUALITY ASSURANCE REQUIREMENTS
(GAK NO. SAME AS PART NO.)
5. TYPE 2015 75% W/100 PER MIL-21-19 665 (AS REQD)
7. ELECTRICAL CONNECTOR RECEPTABLES AND
PLUGS SHALL BE IN CONFORMANCE WITH
MIL-STD-2626-1/2
8. IDENTIFY PER MIL-STD-130C, PER ANSI/ASQC-4547-32
MIL-STD-130C
9. PLATING SHALL BE IN CONFORMANCE WITH
FED-STD-595
10. FINAL PROTECTIVE FINISH FOR DRAWING 12282832
CONNECTION TO THE PLATE OF PAINT
11. MATERIAL:
MATERIAL: ALUMINUM, TYPE 1, CLASS 1,
SPEC MIL-STD-130C, WHICH ARE REQUIRED FOR
12282832
MIL-STD-130C SHALL BE COATED
WITH MIL-C-28750 COLOR CLEAR.



SCHEMATIC DIAGRAM



VIEWED FROM FRONT
WIRING DIAGRAM

| REVISIONS | | PART NO. 12282832 | | REV. NO. 1 | | DATE | | BY | | CHKD | | APP'D | | TITLE | |
|-----------|----------|-------------------|----|------------|-------|------|----------|----|----------|------|----------|-------|----------|-----------------|--|
| 1 | INITIALS | DATE | BY | CHKD | APP'D | 1 | 10/20/04 | 1 | 10/20/04 | 1 | 10/20/04 | 1 | 10/20/04 | HYDRAULIC POWER | |
| 2 | INITIALS | DATE | BY | CHKD | APP'D | 2 | 10/20/04 | 2 | 10/20/04 | 2 | 10/20/04 | 2 | 10/20/04 | PACK ASSEMBLY | |
| 3 | INITIALS | DATE | BY | CHKD | APP'D | 3 | 10/20/04 | 3 | 10/20/04 | 3 | 10/20/04 | 3 | 10/20/04 | PACK ASSEMBLY | |
| 4 | INITIALS | DATE | BY | CHKD | APP'D | 4 | 10/20/04 | 4 | 10/20/04 | 4 | 10/20/04 | 4 | 10/20/04 | PACK ASSEMBLY | |
| 5 | INITIALS | DATE | BY | CHKD | APP'D | 5 | 10/20/04 | 5 | 10/20/04 | 5 | 10/20/04 | 5 | 10/20/04 | PACK ASSEMBLY | |
| 6 | INITIALS | DATE | BY | CHKD | APP'D | 6 | 10/20/04 | 6 | 10/20/04 | 6 | 10/20/04 | 6 | 10/20/04 | PACK ASSEMBLY | |
| 7 | INITIALS | DATE | BY | CHKD | APP'D | 7 | 10/20/04 | 7 | 10/20/04 | 7 | 10/20/04 | 7 | 10/20/04 | PACK ASSEMBLY | |
| 8 | INITIALS | DATE | BY | CHKD | APP'D | 8 | 10/20/04 | 8 | 10/20/04 | 8 | 10/20/04 | 8 | 10/20/04 | PACK ASSEMBLY | |
| 9 | INITIALS | DATE | BY | CHKD | APP'D | 9 | 10/20/04 | 9 | 10/20/04 | 9 | 10/20/04 | 9 | 10/20/04 | PACK ASSEMBLY | |
| 10 | INITIALS | DATE | BY | CHKD | APP'D | 10 | 10/20/04 | 10 | 10/20/04 | 10 | 10/20/04 | 10 | 10/20/04 | PACK ASSEMBLY | |
| 11 | INITIALS | DATE | BY | CHKD | APP'D | 11 | 10/20/04 | 11 | 10/20/04 | 11 | 10/20/04 | 11 | 10/20/04 | PACK ASSEMBLY | |
| 12 | INITIALS | DATE | BY | CHKD | APP'D | 12 | 10/20/04 | 12 | 10/20/04 | 12 | 10/20/04 | 12 | 10/20/04 | PACK ASSEMBLY | |



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|----------------------|--|----------------------------------|--|---------------------------------------|--|--|--|
| CONCURRENCE: | | UNSPECIFIED TOLERANCES | | ORIGINAL DATE OF DRAWING: 04/17/07 | | PROCESS ENGINEERING DIVISION DIRECTORATE OF PRODUCTION ENGINEERING ANNISTON ARMY DEPOT | |
| | | FRACTIONS .X ± .015 ± 1/64 | | DRAWN BY: Brice S Williamson | | | |
| | | ANGLES .XX ± .010 ± 2 DEG | | DESIGNED BY: Brice S Williamson | | | |
| | | MATERIAL: | | CHECKED BY: | | UNIVERSAL HYDRAULIC TEST STAND LOCATION BLDG 117 | |
| | | HEAT TREATMENT: | | | | | |
| | | FINAL PROTECTIVE FINISH: N/A | | APPROVAL: DIVISION CHIEF | | SCALE: NTS | |
| | | | | | | SHEET 1 OF 1 | |
| NEXT HIGHER ASSEMBLY | | | | | | DRAWING NUMBER: PE 07-072 | |